

**APPENDIX F: TRIBAL TASK ORDER TEMPLATE**  
**[For Use by Tribal Governments]**

**TASK ORDER NUMBER \_\_\_\_\_**  
**TO THE MASTER AGREEMENT BETWEEN THE STATE OF MONTANA, DEPARTMENT**  
**OF PUBLIC HEALTH AND HUMAN SERVICES AND THE \_\_\_\_\_ TRIBE**  
**EXECUTED ON OR ABOUT [Date] \_\_\_\_\_**

**MENTAL HEALTH SERVICES PROGRAM**

**SECTION 1. PARTIES**

- A. This Task Order is entered into between the Montana Department of Public Health and Human Services, **Addictive and Mental Disorders Division** (hereinafter referred to as the "Department"), whose address and phone number are 100 N. Park Avenue, Suite 300, Helena, Montana 59620, and (406) 444-3964, and \_\_\_\_\_ (hereinafter referred to as "Tribe or Tribes"), whose Federal ID Number is \_\_\_\_\_, and whose mailing address, phone number and fax number respectively, are \_\_\_\_\_, and \_\_\_\_\_, \_\_\_\_\_, pursuant to the Master Agreement effective date of \_\_\_\_\_,

**SECTION 2. PURPOSE**

The Department intends to work collaboratively with counties, multi-county entities, and Tribal Governments, to provide funding assistance to communities with developing crisis intervention programs to reduce admissions to the state hospital for emergency and court-ordered detention and evaluation for individuals with a Severe Disabling Mental Illness. The county/tribal programs are designed to provide 24-hour emergency admission and care of persons suffering from a mental disorder and requiring commitment in a temporary, safe environment in the community as an alternative to placement in jail.

The goals of County and Tribal Matching Grant Program are to:

- support the treatment of mental illness closer to home by increasing local treatment capacity and creating better treatment outcomes;
- increase the number of intervention and jail diversion options that may provide judges, county attorneys, and law enforcement with alternatives to incarceration;
- establish and support collaboration among community stakeholders to address community needs;
- reduce or eliminate detention center access for individuals with serious mental illness or co-occurring serious mental illness and substance use disorders so they can remain in their respective communities;
- reduce reliance on the MSH for emergency and court ordered detention and evaluation; and

- reduce reliance on MSH when lower levels of care and services in the community are appropriate.

### **SECTION 3. TERM OF TASK ORDER.**

- A. The term of this Task Order is from July 1, 2017, through June 30, 2019, unless terminated in accordance with the terms of the Task Order. The Task Order may be extended one time for a period not to exceed a year for the purpose of completion of performance. No additional funding will be available for continued performance during an extension. A request for an extension must be made in writing to the Program Liaison at least 30 days prior to the expiration of the Task Order.
- B. The completion date of performance for the purposes of issuance of final payment for services is the date upon which the Tribe(s) submit to the Department such final reports as are required under this Task Order and are satisfactory in form and content as determined by the Department.
- C. Each Party, after termination of this Task Order, remains subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

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

- A. The Tribe(s) must provide the following services as more fully addressed in the Department's request for County and Tribal Matching Grant application attached and incorporated into this Task Order as Attachment A, and the Tribe(s) Plan Proposal, attached and incorporated into this Task Order as Attachment B.
- B. Data Collection Required
  1. The Tribe(s) agrees to provide the following data collection (please refer to Appendix C, County and Tribal Matching Grant Reporting Data SFY18-19 for additional specific information):
    - a. Unduplicated count of number of persons served by county/tribe and provider for the grant period:
      - Total number of times seen per individual if seen more than once.
    - b. Outcome Disposition for the grant period:
      - Resolved returned to community (identify where person was referred i.e. homeless shelter, group home, family home etc.);
      - Referred to Montana State Hospital (MSH);
      - Stipulated to MSH;
      - Detention; or
      - Acute psychiatric hospital or Behavioral Health Unit.

- c. Meeting minutes/notes related to collaboration efforts with stakeholders (steering committee).
  - d. Identify discovered gaps that have impacted out of home placements.
  - e. Report of crisis intervention training and all other training conducted to include date of training, course agenda and syllabus, attendance roster, presenter name, date of trainings, and copy of course materials.
  - f. Referrals to community behavioral health services, including support services;
  - g. Referrals to primary health services, dental services, job training, education services, and housing services.
  - h. Final Report to include progress made on reducing utilization of Montana State Hospital for short-term emergency, court ordered detention and involuntary commitment when compared to prior year's utilization. The Final Report is due by August 31<sup>st</sup> of each award year.
- C. All persons and entities the Tribe(s) engages under this Task Order, including employees, and approved subcontractors, must be appropriately trained, licensed, certified and credentialed as required by law.

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

- A. In consideration of the services provided through this Task Order, the Department will pay the Tribe(s) a total of \$ \_\_\_\_\_ for the period for which the Task Order is in effect.
- B. Billing Procedures and Requirements
- 1. The Department will pay / reimburse the Tribe(s) in consideration of the goods and services the Tribe(s) provides and renders under this Task Order as follows:
    - a. Data reports will be submitted quarterly, and are due within 30 days of the end of each quarter. Each month in the quarter must be reported on. The Data Report Form is referenced as Attachment C.
    - b. All invoices will be submitted to the Department within 30 days from the end of each quarter.
    - c. The Tribe(s) must submit all final claims and corrected invoices for the preceding year by August 31<sup>st</sup>.
- C. All invoices must be received by the Department no later than 30 days following the end date of the Task Order.
- D. Billing for Performance

The Tribe(s) may only bill and receive payment for services that have been performed.

**SECTION 6. SOURCE OF FUNDS AND FUNDING CONDITIONS**

A. The sources of funding for this Task Order is 100% general fund.

**SECTION 7. TERMINATION**

A. Either party may terminate this Task Order in accordance with Section 14 of the Master Agreement.

B. The Department may terminate at any time the whole or any part of this Task Order or modify the terms of the Task Order if federal or state funding for the Task Order is reduced or terminated for any reason. Modifications of the Task order includes but is not limited to reduction of the rates or amounts of consideration or the alternative of the manner of performance in order to reduce expenditures under this Task Order.

**SECTION 8. LIAISON AND SERVICE OF NOTICES**

The \_\_\_\_\_, or their successor, will be the liaison for the Department. Their contact information is as follows:

\_\_\_\_\_, Task Order Liaison  
DPHHS Mental Health Services Program  
100 N Park, Suite 300  
Helena, MT 59620-2905  
406-444-\_\_\_\_\_ (phone)  
406-444-\_\_\_\_\_ (fax)  
\_\_\_\_\_ (email)

The \_\_\_\_\_, or their successor, will be the liaison for the Tribe(s). Their contact information is as follows:

\_\_\_\_\_ (Name, Title)  
\_\_\_\_\_ (Tribe(s))  
\_\_\_\_\_ P.O. Box  
\_\_\_\_\_ (City, State, Zip)  
\_\_\_\_\_ (phone)  
\_\_\_\_\_ (fax)  
\_\_\_\_\_ (email)

**SECTION 9. RECIPIENT GRIEVANCES AND APPEALS**

The following process is to be used in the event of a disagreement between the Tribe(s) and the Department about the terms of this Task Order. Written notification by the Tribe(s) providing specific details about the disagreement must first be provided to the Task Order Liaison. The Task Order Liaisons shall attempt to resolve the dispute. If resolution of the disagreement is not obtained, then the Tribe(s) may request a review and determination to

be made by the Division Administrator. The Tribe(s) may also request an in-person meeting with the Administrator to present its reasons or position on the disagreement. If the Division Administrator cannot resolve the dispute, the reasons for the Department's position on the issues in dispute must be presented to the Tribe(s) in writing.

## **SECTION 10. FEDERAL REQUIREMENTS**

The Tribe(s) agrees that they will comply with all federal statutes and regulations in providing services and receiving compensation under this Task Order. The Tribe(s) acknowledges that there are certain federal statutes and reporting requirements that must be followed whenever certain federal funds are used. It is the Tribe(s)'s responsibility to comply with all federal laws and reporting requirements.

## **SECTION 11. DEPARTMENT GUIDANCE**

The Tribe(s) may request from the Department guidance in administrative and programmatic matters that are necessary to the Tribe(s)'s performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulation, statutes, standards and policies that are to be complied with under this Task Order. The Department may supply essential interpretations of such materials and this Task Order to assist with compliance by the Tribe(s). The Tribe(s) is not relieved by a request for guidance of any obligation to meet the requirements of this Task Order. Legal services will be provided to the Tribe(s) in any matters related to this Task Order's performance under this Task Order.

## **SECTION 12. SCOPE OF TASK ORDER**

This Task Order consists of \_\_\_\_ numbered pages, and the following attachments:

- Attachment A: County and Tribal Matching Grant Application
- Attachment B: Tribe(s) Plan Proposal
- Attachment C: Department's Certification Form (Dec 2014)
- Attachment D: Sources of HIPAA/HITECH Information (Dec 2014)

All of the provisions of the Master Agreement are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and the Master Agreement, the Master Agreement shall control. This Task Order does not stand alone. If the Master Agreement lapses, so does this Task Order. The Original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.

## **SECTION 13. PERFORMANCE ASSESSMENTS AND CORRECTIVE ACTIONS**

- A. The Department may assess the Tribe(s)'s performance under this Task Order to any extent and at any time.

- B. If the Department determines the Tribe(s) or any employee, agent, or subcontractor of the Tribe(s), is failing to perform the duties and requirements under this Task Order, the Department may provide written notice of such failure to the Tribe(s). Within ten (10) business days after receipt of the written notice, the Tribe(s) must investigate the matters set forth in the notice and submit a written response to the Department setting forth in detail any actions the Tribe(s) agrees to undertake to remedy the failure. The time for responding may be extended by agreement of the parties. If in the opinion of the Department the actions the Tribe(s) sets forth in its response are not sufficient to remedy the failure, the Department may propose written amendment of the Task Order setting forth corrective actions the Department deems necessary to remedy the failure. If the parties cannot agree to such amendment, or if corrective actions agreed to pursuant to amendment are not performed or completed, the Department may exercise any right it has under this Task Order, including but not limited to termination of the Task Order. Corrective actions may include but are not limited to:
1. Performance requirements;
  2. Repayment requirements;
  3. Accountability or review measures; and
  4. Training or supervision requirements.
- C. The Department may not exercise any right it has under this Task Order, including but not limited to termination, without first undertaking corrective action pursuant to subsections B of this Section, or after having begun or undertaken corrective action under subsection B.

**SECTION 14. AUTHORITY TO EXECUTE**

Each of the parties represented and warrants that this Task Oder is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order and the Master Agreement.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Zoe Barnard, Administrator  
 DPHHS Addictive and Mental Disorders Division  
 (406) 444-7044

**[TRIBE(S)]**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ (Title)  
 \_\_\_\_\_ (Print Name)  
 \_\_\_\_\_ (Mailing Address)

\_\_\_\_\_ (P.O. Box)

\_\_\_\_\_ (City, State, Zip)

\_\_\_\_\_ (Phone Number) \_\_\_\_\_ (Alternate Phone Number)

\_\_\_\_\_ (Federal ID Number)

TEMPLATE DRAFT