



Montana Indian Youth Small Business Program

Program Guidelines*

*Approved by the STED Commission April 6, 2017

Application Period: April 6, 2017- May 7, 2017

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Montana Indian Youth Small Business Program

Guidelines and Forms

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I. ABOUT THE PROGRAM

This is a three-year program that is funded by the balance of the Montana State Small Business Credit Initiative (MT SSBCI) administrative fees that came to the state of Montana because of the Small Business Jobs Act of 2010. Available funds total approximately \$150,000. The State Tribal Economic Development (STED) Commission will allocate approximately \$18,750 in funding for each of the eight tribal governments in Montana. These funds will pilot a Montana Indian Youth Small Business Program (to be named by the STED Commission) whereby tribal youth interns will be placed with private sector entrepreneurs to learn how businesses operate and to assist in growing private sector businesses and business development in Indian Country. The goal of the program is to provide an opportunity for the tribal youth to mentor with small businesses in their interest area that will result in building business acumen, including experience in managing a business, improving communication and customer service skills, and fostering better understanding and deeper appreciation of success in tribal small business. Additionally, the program intends to leverage the unique perspectives and skills sets of Native youth to grow and diversify operational, marketing and product development for private sector businesses which was identified in the Main Street Montana Project as a critical need in Indian Country. Ultimately, Native youth and private sector businesses will be positively impacted and the tribal private sector economy will be enhanced.

A. Important Items to Note About the Program

- Tribal governments in Montana are the only eligible applicants for this grant funding.
- Tribal governments can apply for the funding between April 6, 2017 and May 7, 2017 by going to <http://marketmt.com/ICP> and selecting 'Click Here to Submit' black and white button which will take applicants to the online application,
- The Tribe or its designee will administer the program based on the directive of the tribal government included in the application,
- The administering tribal government department or designee must demonstrate capacity and experience administering small business development and/or youth development initiatives in the application,
- At their discretion, tribal governments and/or their designees can run their programs between one to three years allowing for internship periods 2017, 2018, and 2019, depending on the program design and response,
- Youth interns can be funded a stipend up to \$2,000 (\$1,500 from the program and \$500 from host small business) for a 6-8 week internship,
- All private sector businesses, which may include tribal enterprises, that participate in the program must provide a 25% cash (1:3) contribution to the student's stipend,
- Program marketing costs up to \$1,000 are allowed,
- Administrative costs up to \$1,750 are allowed,
- Application proposals will be reviewed by the STED staff for both completeness and adherence to program guidelines,
- Applicants will be notified of accepted applications within 7 working days of submission,
- Negotiating of terms and contracting of successful applications will take between April 6 and June 2017,
- Programs are expected to launch their first internship 'season' starting no later than mid July 2017 (an earlier start date in May or June 2017 is encouraged),

- Programs will be required to provide annual status summary reports starting on September 30, 2017, and annually thereafter by September 30 until the end of the contract.
- A final report summarizing the performance of the program will be due no later than October 30 of the final summer internship period.

B. Definitions

Internship- A six to eight-week training during the summer school break where a youth is matched with a Native-owned private sector business or tribal enterprise to gain business experience.

Native American Business Advisor (NABA) – A local organization designated under contract with the Montana Department of Commerce to provide business technical assistance, Indian Equity Fund application assistance, and capacity building activities to strengthen the private sector on reservations and within tribal communities and populations.

Participating Private Sector Business – An established business (as determined by the Tribe’s proposal) including tribal enterprises capable of hosting a youth intern.

Proposal- The scope of work and plan of action the Tribe submits to enact and administer a Montana Native Youth Small Business Program.

State Small Business Credit Initiative- “SSBCI”; an initiative created under the Small Business Jobs Act of 2010 that provided \$1.5 billion in funding to strengthen state programs that support lending to small businesses and manufacturers. In 2017, funds allocated to participating programs in the State of Montana will be able to be reprogrammed. As part of Montana’s State Small Business Credit Initiative (MT SSBCI) Program, the participating programs agreed to set aside a portion of the re-programmable funding for initiatives supporting small businesses in Indian Country.

Small Business Jobs Act of 2010- Signed by President Obama on September 27, 2010, this Act contained provisions to create the State Small Business Credit Initiative (SSBCI) in which the State of Montana participated.

Stipend- The amount of funds designated for a youth internship including \$1,500 from the tribal government or designee and a minimum \$500 cash match from the participating private sector business.

Tribal Government Designee- In the proposal, the tribal government can identify a designee to whom the Montana Indian Youth Small Business Program funds would be contracted and who would administer the program on behalf of the tribal government (i.e. NABA)

Youth Age Qualification- As determined by a tribal government, the youth age and relevant school enrollment status will be established in the Tribe’s proposal.

Youth Intern- A qualified youth (as determined by the Tribe’s proposal) participating in a training with a private sector business.

C. Notification to Tribal Governments and Interested Parties

The State Tribal Economic Development Commission (STED Commission) shall notify the eight tribal governments of the new Montana Indian Youth Small Business Program upon approval of the guidelines no later than April 7, 2017. The STED Commission is a body of the Montana Department of Commerce (Department).

D. STED Commission Contract with Tribal Governments

- (1) The governing bodies of each of Montana's eight tribal nations may execute a contract with the STED Commission for the Montana Indian Youth Small Business Program.
- (2) Tribal governments may enter into an agreement with a sub-recipient, or "designee," to transfer the responsibilities of administering the program. Tribes may use the sub-recipient agreement form template Appendix E with sub-recipients. Sub-recipient agreements must be submitted to the STED Commission before sub-recipient activities are performed.
- (3) In addition to the contract, each agreement will include the following:
 - Exhibit A: Project Sources & Uses (Appendix B of these guidelines)
 - Exhibit B: Project Implementation Schedule (Appendix C of these guidelines)
 - Exhibit C: Sub-Recipient Agreement (optional; Appendix G of these guidelines)
- (4) Tribal governments that are interested in contracting for the program funds must have a fully executed contract with the STED Commission no later than June 30, 2017.

E. Funding Distribution and Availability

- (1) \$150,000 grant funds shall be available starting April 6, 2017 or upon approval of the guidelines by the STED Commission.
- (2) Any unencumbered funds shall revert to the MT SSBCI Program on June 30, 2017
- (3) Program funds shall be equally distributed through a contract to each of the eight tribal governments. Each grantee shall receive approximately \$18,750.
- (4) Distribution of funds shall be governed by individual contracts between the STED Commission and each tribal government. The individual contracts shall specify the method of distribution from the STED Commission to the tribal government or its designee. Funds may be distributed directly to a designee if this is expressly noted in a sub-recipient agreement Appendix C and a designation of depository form Appendix D is completed with account information.
- (5) In order to draw down funds on the contract, tribal governments or their authorized designees must submit the following forms:
 - a. Appendix D: Designation of Depository Form
 - b. Appendix E: Signature Certification Form
 - c. Appendix F: Request for Payment Form
- (6) Tribal governments or their designees may further distribute awarded funds directly to projects or through sub-recipient agreements or sub-contracts, complying with applicable laws, rules, policies, and regulations concerning, but not limited to, human rights, civil rights, employment law, labor law, and contract law.
- (7) The total administrative fee that can be charged to the grant by the grantee for administration and marketing of the Program is \$2,750. Of this amount, \$1,000 can be requested in the initial drawdown for marketing. The remaining \$1,750 can be requested for program administration.
- (8) Funds not applied for by May 7, 2017 may be re-pooled and/or re-distributed to current contracts with an additional submitted scope of work.

F. Student Advisory Boards/Advocates

Each tribal government, or designee, receiving program funds may form an intern and small business cohort to convene and share experiences, best practices, and program suggestions.

G. Performance and Output Standards

- (1) Specific Indian youth small business activities **must** include:
 - a. Familiarization with small business assignment,
 - b. Workplan activities defined by small businesses that are provided to youth interns,
 - c. Any workplace specific trainings, i.e. safety.

H. Ineligible Activities

Funds may not be used to pay for any of the following activities or costs:

- (1) Operational or maintenance costs or expenses;
- (2) Financial expenses, including but not limited to interest expense, bond issuance costs, or any other debt-related costs or expenses;
- (3) Projects receiving funding for the same services, equipment, or goods through any other local, state, or federal grant or other funding program, except as necessary to fully fund the project; or
- (4) Projects involving a casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

I. Use of Funds

Eligible uses of funds include:

- (1) Administrative costs not to exceed \$1,750
- (2) Marketing costs in an amount not to exceed \$1,000 for each tribal program.
- (3) Youth stipends of up to \$2,000 per year per student with 25% (\$500 if the total stipend is \$2,000) of the stipend provided by the business mentor.

II. PROPOSAL AND CONTRACTING TIMELINE

A. Proposal Scope of Work:

In the proposal, the Tribe should identify the following project activities in the application. The major components of the Project include:

- (1) Identification of the entity responsible for administering the program,
- (2) Identification of youth age qualifications,
- (3) Program marketing plan (to both youth and small business participants) to engage them in the program,
- (4) Process by which youth will be enrolled in the program and terms of internships including length,
- (5) Identification of business mentors or private sector businesses capable of hosting young interns and process by which small businesses will be onboarded into the program,
- (6) Identification of any training necessary for participating businesses and youth as identified by the administering program (i.e. safety training),
- (7) Requirement of internship work plan to developed by mentor businesses,
- (8) Youth and mentor business evaluations of the internship experience,
- (9) Identification within scope of work of activities that meet performance requirements in Section G. Performance and Output Standards of these guidelines.

- (10) Identification within the scope of work of annual and closeout reporting requirements in Section III. Reporting
- (11) Appendix B: Project Sources & Uses including \$18,750 in Montana Indian Youth Small Business Program funds
- (12) Appendix C: Project Implementation Schedule
- (13) Appendix G: Sub-Recipient Agreement (optional)
- (14) Appendix D: Designation of Depository
- (15) Appendix E: Signature Certification
- (16) Appendix F: Request for Payment Form

B. Program Overview Webinar

The STED Commission may host an introductory webinar in early June to provide an overview of the program, review administrative guidelines and answer questions.

C. Proposal Submission & Deadline

Starting April 6, 2017 tribal governments can apply for the funds by submitting a proposal online by following the link at <http://marketmt.com/ICP> and clicking on the 'Click Here' button.

To be considered for Montana Indian Youth Small Business Program funding, tribal governments must submit their application by May 7, 2017.

D. Proposal Review

The STED Commission staff will review proposals from April 6, 2017 and May 7, 2017. Proposal review webinars may be conducted with each tribal government or their designees during this time period to answer any questions or to provide clarification on proposed program.

Proposals will be reviewed by the STED staff for both completeness and adherence to program guidelines. Applicants will be notified of accepted applications within 7 working days of submission.

E. Final Approval of Program Proposals

All proposal negotiations should be finalized by May 26, 2017 to allow adequate time for contracting and program launch by tribal governments or designees.

F. Contract Execution

Contracts must be executed by tribal governments no later than June 16, 2017 to allow STED staff time to obtain the final signatures on the contract. Upon execution of the contract, tribal governments or their designees may receive their first disbursement of funds.

G. Remaining Funds

Any remaining funds that are unencumbered as of June 30, 2017 revert to MT SSBCI Program.

III. REPORTING

A. Reporting to the STED Commission

Reports shall be required to be submitted to the STED Commission by the tribal government or their designee. Yearly status reports will be required for the program in addition to a final program closeout report.

B. Report Due Dates

- (1) Year #1 Status Report # 1: September 15, 2017 (only due if the program is extending on beyond one year)
- (2) If all internships are complete, Final Report (Closeout) Year #1: October 31, 2017
- (3) Year #2 Status Report # 2: September 15, 2018 (only due if the program is extending beyond two years)
- (4) If all internships are complete, Final Report (Closeout) Year #2: October 31, 2018
- (5) Year #3 Final Report (Closeout): October 31, 2019

C. Report Content

If applicable, the Tribe must also report, at a minimum, for itself and all contractors, subcontractors, and subrecipient entities, the following information:

- (1) The dollar amount of all contractor invoices;
- (2) A summary of the program and objectives;
- (3) A narrative assessment of the goals and objectives achieved;
- (4) A summary of the youth apprenticeship hours logged during the program;
- (5) Total match and/or leverage provided by the Tribe and the businesses;
- (6) Photos of youth actively involved in the program;
- (7) Names of all participating students;
- (8) Written reviews of the summer program from the students;
- (9) Name and physical location of all businesses participating in the program; and
- (10) Written reviews of the summer program from the participating businesses.

D. STED Commission Reporting

The STED Commission will report on the activities of Montana Indian Youth Small Business Program as part of the its biennial report on programs and activities undertaken by the Commission.

IV. ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

A. Accounting of Funds

Recipients shall use an accounting system that conforms to Generally Accepted Accounting Principles (GAAP), in accordance with Section 18-4-311, MCA.

B. Distribution of Funds

Payment for approved expenses under the contract shall be paid in accordance to the disbursement schedule listed below. The schedule of payments (2 total) for the \$18,750 award is as follows:

- (1) **Initial Drawdown/Payment**—up to \$17,000 shall be available upon contract execution in conjunction with the receipt of the required:
 - a. Designation of Depository Form (Appendix D),

- b. Signature Certification Form (Appendix E), and
 - c. Request for Payment Form (Appendix F) and,
 - d. Sub-recipient Agreement Form (Appendix G), if funds are to be deposited directly with a designee
- (2) **Final Payment** -up to \$1,750 or the remaining amount of the total contract shall be available for draw upon:
- a. Receipt of all required expenditure and progress reports and the final closeout report as well as the requested follow-up information submitted to and accepted as sufficient by the STED Commission, and
 - b. In conjunction with receipt of a completed Request for Payment Form Appendix D. The final payment is a reimbursement payment meaning that all reports need to be submitted and accepted by the STED Commission by the submittal deadline to receive funding. The STED Commission may, in its sole discretion, consider a request to modify the final payment schedule based upon extenuating circumstances - provided however, that any such request for modification is supported by adequate justification and/or documentation.

C. Insurance Requirements

- (1) **General Requirements-** The Tribe, or its designee, must maintain, at its cost, primary standard liability insurance coverage. The general liability coverage must include arising out of liability with regard to the Agreement, the delivery of services, omissions in the delivery of services, injuries to persons, damages to property, the provision of goods or rights to intellectual property, or any other liabilities which may arise from the performance of the duties and obligations under this Agreement.
- (2) **Primary Insurance-** The Tribe's, or its designee, insurance coverage is the primary insurance with respect to the Program the State of Montana, their officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Program, the State of Montana, their officers, officials, agents, employees, and volunteers is in excess of the Tribe's insurance coverage and does not contribute with it.
- (3) **General Liability Insurance-** The Tribe, or its designee, must provide general liability coverage inclusive of bodily injury, personal injury, and property damage. The general liability insurance coverage must be obtained with combined single limits of \$1,000,000 per occurrence and \$2,000,000 aggregate per year.
- (4) **General Provisions-** All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a self-insured program either individually or on a pool basis. The Tribe shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of the Tribe's insurance policy at any time, including endorsements.

D. Public's Right to Know

Contracts that are funded are subject to disclosure, in response to requests received under provisions of the Montana Constitution (Art. II, § 9). Information that could reasonably be considered to be proprietary, privileged, or confidential in nature should be identified as such in the contract. The Department shall maintain the confidentiality of that information only to the extent permitted by law.

E. Compliance with Laws

In performing the work on the project, the grantee must comply with all applicable tribal, state, federal, and local laws, ordinances, and regulations, including any necessary tribal specific review, and obtain all

permits, licenses, etc., required to perform the project. If the program funds are used in conjunction with funds from federal sources, compliance with additional federal regulations and laws may apply.

F. Return of Funds

The Grantee shall return to the Department any and all funds that are determined by the Department to have been spent in violation of the grant contract. In addition, any reports mentioned in the **Reporting** section of these guidelines that have not been received by the STED Commission shall result in the grantee not receiving any remaining payments. Furthermore, if the work or the project is determined to not have been performed or completed as contracted, the Department reserves the right to declare a default on the contract and demand any and all funds of the contract to be returned to the Department.

G. Changes in Scope of Work

Any requested changes to the original scope of work or budget adjustments must be submitted in writing to the STED Commission. The STED Commission will determine if the request aligns with the program guidelines which includes all requirements noted above.

H. Grant Timelines

April 6 to May 7, 2017	MONTANA INDIAN YOUTH SMALL BUSINESS GRANT APPLICATION PERIOD- The Program will accept proposals online at http://marketmt.com/ICP
May 8-10, 2017	NAMING OF PROGRAM BY STED COMMISSION- Members will select a new name and logo for the program based on youth submissions
May 7, 2017	END OF APPLICATION PERIOD- Any funds not yet applied for can be negotiated into received proposals
April 6 to May 26, 2017	PROPOSAL REVIEW & NEGOTIATION- staff reviews proposals
April 6 to June 16, 2017	CONTRACTING UNDERWAY- drafting & review of contract
June 16, 2017	CONTRACT EXECUTION- Contracts must be signed by tribal government
June 30, 2017	END OF FISCAL YEAR 2018- Contracts must be fully executed by all parties.
June 30, 2017	REVERSION OF FUNDS- Any uncontracted funds revert to MT SSBCI

V. CONTACT INFORMATION FOR QUESTIONS

If you have questions regarding the *Montana Indian Youth Small Business Program* guidelines, the application or other aspects of the program, contact:

State Tribal Economic Development Program
 Margaret Cook
 Program Manager
 301 South Park Avenue
 PO Box 200505
 Helena MT 59620-0505
 Telephone (406) 841-2754
 Fax (406) 841-2871
 Email: Mcook@mt.gov

APPENDIX A: APPLICATION EXAMPLE

1. **Name of Project** * Enter the name of the project. This will be a unique name that will identify your project and will be referred to in any follow-up correspondence.
2. **Tribe Name** * Enter the name of the eligible tribal government.
3. **Authorized Application Preparer** * Enter the name of the authorized application preparer (first and last name).
4. **Authorized Application Preparer Title** * Enter the title of the authorized application preparer.
5. **Telephone Number** * Enter the phone number of the application preparer. This should be a number that is accessed daily and can accept voicemail messages. Entry example: "(406) 841-2XXX".
6. **Additional Contact Numbers** Enter additional contact phone numbers and their type. For instance, enter "(406) 841-2XXX."
7. **Fax Number** Enter the fax number of the application preparer.
8. **Email Address** * Enter the email address of the application preparer.
9. **Physical Address** * Enter the tribal government's physical location address.
10. **Mailing Address** * Enter the tribal government's mailing address.
11. **City, State, and Zip Code** * Enter the tribal government's mailing city, state, and zip code.
12. **County** * Enter the county or counties in which the tribal government is located.
13. **State House and Senate Districts** * Enter the state Senate and House districts which represent the tribal government.
14. **Project Location** * Enter the project location(s).
15. **Project Administrator** Enter the name of the entity responsible for administering the program. .
16. **Project Administrator Qualifications** * Upload a qualification sheet for the project administrator that demonstrates the capacity of the designated project administrator/organization in administering small business development and/or youth development initiatives.
17. **Amount of Montana Indian Youth Small Business Program Funding Requested** * Enter the total amount of Montana Indian Youth Small Business Program funds requested in this application. A total of \$18,750 can be requested. \$1,000 of this amount is available for marketing costs; \$1,750 of this amount is available for administrative costs.
18. **Upload Tribal Resolution** Upload a tribal resolution or appropriate authorization from the tribal government authorizing application to the Program for Montana Indian Youth Small Business Program funds. The resolution should include the name of the project being applied for, the name of

APPENDIX A: APPLICATION EXAMPLE

the tribal organization or entity that will be responsible for managing the process and contract and the

- 19. Native Youth Qualifications & Internship Process *** Identify the eligibility requirements for Native youth in your community to participate in the program including criteria such as: age, academic standing, code of conduct, location of internship, etc. Also identify the process by which youth will be enrolled in the program, the length of internship, and number of years the program is expected to run.
- 20. Business Mentor Qualifications & Matching Process *** Describe how businesses will be identified for participation in the program and how the program will engage businesses to participate in intern host opportunities. Identify any necessary training or mandatory kick-off sessions that the youth and/or businesses will need to attend.
- 21. Marketing/Recruitment Plan** Identify how the program will be marketed to recruit both Native youth and businesses into program participation. Identify if and how the allowed marketing costs will be utilized.
- 22. Upload Project Implementation Schedule** Upload a timeline document for when the project activities/scope of work will be started and completed. The Project Implementation Schedule form is located in the guidelines section of this online application.
- 23. Upload Project Sources and Uses** Upload a budget will listing all sources and uses of funds for the entire project including cash and in-kind contributions. A Project Sources and Uses Form is located in the guidelines section of this online application.
- 24. Scope of Work** Identify how the program proposal will familiarize youth with small business management skills, foster better understanding and appreciation of small business ownership, facilitate professional communication and customer service skills. Also identify how the program proposal will leverage the unique perspectives and skill sets of Native youth in small businesses. For example, how can participating youth help businesses to innovate or diversify their operational and promotional activities?
- 25. Project Contact *** Enter the name, title, and contact information (mailing address, phone number, email address, and fax number) of the main point of contact for this project.
- 26. Project Reporting Contact *** Enter the name, title, and contact information (mailing address, phone number, email address, and fax number) of the project reporting contact.
- 27. Alternate Project Contact *** Enter the name, title, and contact information (mailing address, phone number, email address, and fax number) of the alternate project contact.
- 28. Financial Project Contact *** Enter the name, title, and contact information (mailing address, phone number, email address, and fax number) of the financial officer assigned to the contact.
- 29. Upload Remaining Forms** Upload any remaining documentation or forms not otherwise uploaded elsewhere in the application. These forms include but are not limited to: Designation of Depository Form, Signature Certification Form, Request for Payment Form .

State Tribal Economic Development Commission
EXHIBIT A: PROJECT SOURCES & USES

Between the Montana Department of Commerce

And

Enter Tribal Government Name

Montana Indian Youth Small Business Program				
USES	SOURCE			
	STEDC	TRIBE	BUSINESS	TOTAL
Choose an item.	\$	\$	\$	\$
Tribal cash match				
Small business cash match				
Marketing				
Administrative cost				
TOTAL PROJECT COSTS	\$	\$	\$	\$

State Tribal Economic Development Commission EXHIBIT B: PROJECT IMPLEMENTATION SCHEDULE

Montana Indian Youth Small Business Program

TASK	Months												Years		
	1	2	3	4	5	6	7	8	9	10	11	12	2017	2018	2019
<i>Tribal program or designee identified and subcontracted</i>															
<i>Identification of youth age and eligibility qualifications</i>															
<i>Identify private sector businesses capable of hosting interns</i>															
<i>Market the program to potential participants (youth & businesses)</i>															
<i>Host businesses complete an internship work plan request</i>															
<i>Participating youth and businesses are matched</i>															
<i>Identified safety and any other required training completed</i>															
<i>6-8 week youth internship with business</i>															
<i>Interns complete an evaluation of their business experience</i>															
<i>Businesses complete an evaluation of the host experience</i>															
GRANT ADMINISTRATION TASKS:															
<i>Sign STEDC contract</i>															
<i>Submit banking & drawdown forms</i>															
<i>Submit \$ request</i>															
<i>Submit project status report due September 30, 2017, 2018, and 2019 (depending on contract length)</i>															
<i>Submit project closeout report due October 2017, 2018, or 2019 (depending on contract length)</i>															
<i>Submit \$ final request</i>															
<i>Sign closeout certification</i>															

APPENDIX D: DESIGNATION OF DEPOSITORY FORM

DESIGNATION OF DEPOSITORY FORM AND INSTRUCTIONS	
<i>Instructions: Please fill out the following form completely. Make certain that there are no erasures, corrections or correction fluid on this form. All signatures must be in ink. Any questions, please contact the Program Manager at (406) 841-2754.</i>	
Item #	Information Needed (Items 1-7 to be completed by Vendor)
1	Enter complete address of depository (bank) designated to receive funds.
2	Enter bank routing number, bank account number and account name where ICED funds are to be deposited.
3	Enter name of Vendor Requesting Direct Deposit
4	Enter complete address of Vendor
5	Enter signature and title of Authorized Signatory
6	Enter printed name of authorized signatory
7	Enter date form was signed by authorized signatory for Vendor
(Items 8-14 to be completed by Bank)	
8	Enter account name and account number as in #2 above.
9	Enter name of depository (bank) as in #1 above.
10	Enter mailing address of bank.
11	Enter signature of authorized bank officer.
12	Enter title of authorized bank officer for depository.
13	Enter printed name of authorized bank officer for depository.
14	Enter date form signed by authorized bank officer.

SECTION 1 *(To be completed by the Vendor)*

The (1) _____

Name, Address and Zip Code of Vendor's Bank

Has been designated as the depository for all funds to be received from the Montana Department of Commerce resulting from a STED Grant for deposit to:

(2) _____

Routing Number

Accounting Number

Account Name

(3) _____

Name of Grantee

(4) _____

Address, City, State, ZIP

(5) X

Enter signature and title of authorized signatory

Title

(6) _____

(7) _____

Enter date form was signed by authorized signatory for Vendor

Date

SECTION 2 *(To be completed by the BANK)*

The account identified in Section 1 has been established with this bank. All necessary documentation, including a power of attorney where necessary, which will legally enable this depository to receive electronic transfers from the State of Montana for deposit to:

(8) _____

Account Name

Account Number

Without the payee's endorsement have been received and are in this depository's custody.

(9) _____

Name of Bank

(10) _____

Address, City, State, ZIP

I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified in accordance with 31 CFR parts 240, 209 and 320.

(11) _____

Signature of Authorized Bank Officer

(12) _____

Title of Authorized Bank Officer

(13) _____

Printed Name of Authorized Bank Officer

(14) _____

Date

AUTHORIZED SIGNATURES			
This is to certify that the following officials (please name at least two) are authorized to sign requests for funds from the STED Commission Program:			
X			
NAME AND TITLE	SIGNATURE	DATE	
X			
NAME AND TITLE	SIGNATURE	DATE	
X			
NAME AND TITLE	SIGNATURE	DATE	
understands that any two of the above signatures must sign each request for funds.			
<i>(insert Tribe's name)</i>			
TRIBAL CHAIRPERSON OR CHIEF FINANCIAL OFFICER SIGNATURE			
<i>NOTE: The signature below must be notarized.</i>			
X			
NAME AND TITLE	SIGNATURE	DATE	
NOTARY			
SUBSCRIBED AND SWORN TO, before me, a Notary Public for the State of Montana on			
			X
Day	Month	Year	Notary Public for the State of Montana
(Notary Seal)			Please retain a photocopy for your records and mail original to: STED Program Manager Montana Department of Commerce PO Box 200533 Helena, MT 59620-0533

REQUEST FOR PAYMENT		
<p>On behalf of the _____ a request is hereby made for a draw of funds from the STED Commission Program contract number _____ In the amount of _____.</p>		
REQUESTED BY		
<p>(This Request for Funds must include two of the authorized signatories designated on the Signature Certification Form which is on file).</p>		
<p>_____ X</p>		
NAME AND TITLE	SIGNATURE	DATE
<p>_____ X</p>		
NAME AND TITLE	SIGNATURE	DATE

APPENDIX G: SUB-RECIPIENT AGREEMENT FORM

SAMPLE SUB-RECIPIENT AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20____, by The <ENTER TRIBAL GOVERNMENT NAME>, herein referred to as the Tribal Government and <ENTER SUBRECIPIENT NAME.>, an entity herein referred to as the “Sub-recipient.”

WITNESSETH THAT:

WHEREAS, <ENTER TRIBAL GOVERNMENT NAME> is the recipient of a Montana Indian Youth Small Business Program grant by the State Tribal Economic Development Commission, Montana Department of Commerce, Montana Office of Tourism and Business Development herein referred to as “the Department,” and

WHEREAS, the purpose of the grant is to pilot a Montana Indian Youth Small Business Program (to be named by the STED Commission) whereby tribal youth interns will be placed with private sector entrepreneurs to learn how businesses operate and to assist in growing private sector businesses and business development in Indian Country.

WHEREAS, the <ENTER TRIBAL GOVERNMENT NAME>, desires to sub-grant Montana Indian Youth Small Business Program funds to the Sub-recipient and engage the Sub-recipient to manage the Program for the placement of tribal youth interns with private sector entrepreneurs to learn how businesses operate and to assist in growing private sector businesses and business development in Indian Country on the <ENTER TRIBAL GOVERNMENT NAME>'s behalf, and

WHEREAS, the Department has required the <ENTER TRIBAL GOVERNMENT NAME>, to enter into a Sub-recipient agreement with the Sub-recipient specifying the terms and conditions of the <ENTER TRIBAL GOVERNMENT NAME>, delegation of certain Montana Indian Youth Small Business Program responsibilities to the Sub-recipient, and

WHEREAS, <ENTER SUBRECIPIENT NAME>, is qualified to undertake Montana Indian Youth Small Business Development activities on behalf of the <ENTER TRIBAL GOVERNMENT NAME>,

WHEREAS, the parties to this Agreement understand that neither of them has in any way, expressly or impliedly, abrogated any of its individual powers, and further agree that this Agreement does not create any new organization or legal entity.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set out in this Agreement, the parties agree as follows:

A. SPECIAL PROVISIONS. The <ENTER TRIBAL GOVERNMENT NAME> agrees, under the terms and conditions of this Agreement, to sub-grant the use of Montana Indian Youth Small Business Program for the placement of tribal youth interns with private sector entrepreneurs to learn how businesses operate and to assist in growing private sector businesses and business development in Indian Country performed by the <ENTER SUBRECIPIENT NAME>.

APPENDIX G: SUB-RECIPIENT AGREEMENT FORM

B. INDEPENDENT SUB-RECIPIENT. It is understood by the parties hereto that the Sub-recipient is an independent Sub-recipient and that neither its principals nor its employees, if any, are employees of the <ENTER TRIBAL GOVERNMENT NAME> for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, the Sub-recipient has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder.

C. COMPENSATION.

For the satisfactory completion of the services to be provided under this Contract, the <ENTER TRIBAL GOVERNMENT NAME> will pay the Sub-recipient a sum not to exceed \$ _____ as in the manner set forth in the attached Exhibit _____, which by this reference is made a part of this contract. Each specific service the Sub-recipient will provide under this contract, and the maximum amount that the <ENTER TRIBAL GOVERNMENT NAME> will pay the Sub-recipient for each of these services, is set forth in the attached Exhibit _____.

D. SCOPE OF SERVICES. The Sub-recipient will perform the scope of services contracted in the Montana Indian Youth Small Business Program contract # _____.

It is understood and agreed by the parties that the services of the Sub-recipient do not include any of the following: the disbursement or accounting of funds distributed by the <ENTER TRIBAL GOVERNMENT NAME>'s financial officer, legal advice, fiscal audits or assistance with activities not related to the Montana Indian Youth Small Business project.

1. The Sub-recipient will be responsible for all facets of the Montana Indian Youth Small Business project as described in the <ENTER TRIBAL GOVERNMENT NAME>'s Montana Indian Youth Small Business Program contract.

2. During the term of this Agreement, the Sub-recipient will maintain reasonable records of its performance under this Agreement in a manner consistent with generally accepted accounting principles. The Sub-recipient will allow the <ENTER TRIBAL GOVERNMENT NAME>'s authorized representatives and the Department access to these records at any time during normal business hours. At the request of the <ENTER TRIBAL GOVERNMENT NAME> or the State Tribal Economic Development Commission, the Sub-recipient will submit to the <ENTER TRIBAL GOVERNMENT NAME> or the Department, in the format prescribed by the <ENTER TRIBAL GOVERNMENT NAME> or the Department, status reports on its performance under this agreement.

3. If the Sub-recipient ceases to exist or an Event of Default occurs, all grant funding on hand and accounts or notes receivable related to this agreement, will revert to the Department.

APPENDIX G: SUB-RECIPIENT AGREEMENT FORM

E. **DURATION OF THE AGREEMENT.** This Agreement will become effective upon signature by the **<ENTER TRIBAL GOVERNMENT NAME>**, and approval by the State Tribal Economic Development Commission.

This Agreement will terminate if either party fails to meet the conditions of this Agreement or if an Event of Default occurs.

F. **ADMINISTRATION.** For the purposes of implementing this Agreement, the **<ENTER TRIBAL GOVERNMENT NAME>** will appoint a project liaison that will work with the Sub-recipient. The parties will meet as necessary to provide for the efficient and smooth implementation of this Agreement and the activities contained herein. This Agreement will run concurrently with the Management Plan, which governs the management of the initial Montana Indian Youth Small Business Program grant, and will follow the Management Plan for issues related to the initial grant.

G. **CONFLICT OF INTEREST.** The Sub-recipient covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Montana Indian Youth Small Business Program which would conflict in any manner or degree with the performance of its services hereunder. The Sub-recipient further covenants that, in performing this Contract, it will employ no person who has any such interest.

H. **DOCUMENTS INCORPORATED BY REFERENCE.** THE **<ENTER TRIBAL GOVERNMENT NAME>**'s application to the Department for Montana Indian Youth Small Business Program funding, dated _____, 20__, and all applicable federal and state statutes and regulations are incorporated into this Contract by this reference and are binding upon the Sub-recipient.

I. **NONDISCRIMINATION.** The Sub-recipient will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

J. **OWNERSHIP AND PUBLICATION OF MATERIALS.** All reports, information, data, and other materials prepared by the Sub-recipient pursuant to this Contract are the property of the **<ENTER TRIBAL GOVERNMENT NAME>** and the Department which have the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the tribal government for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the tribal government. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the **<ENTER TRIBAL GOVERNMENT NAME>** and the Department. Tangible goods produced are done so with public funds and as such should be available for fair use to the public; cultural and intellectual property rights belong to the tribe and may be negotiated between the tribal government and partnering entities.

APPENDIX G: SUB-RECIPIENT AGREEMENT FORM

K. REPORTS AND INFORMATION. The Sub-recipient will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the <ENTER TRIBAL GOVERNMENT NAME> to assure proper accounting for all project funds. These records will be made available for audit purposes to the <ENTER TRIBAL GOVERNMENT NAME> or its authorized representative, and will be retained for three years after receipt of final payment for the services rendered under this Contract.

M. ACCESS TO RECORDS. It is expressly understood that the Sub-recipient's records relating to this Contract will be available during normal business hours for inspection by the <ENTER TRIBAL GOVERNMENT NAME>, the Department, and when required by law, the Montana Legislative Auditor and Legislative Fiscal Analyst.

N. INDEMNIFICATION. The Sub-recipient waives any and all claims and recourse against the <ENTER TRIBAL GOVERNMENT NAME>, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the Sub-recipient's performance of this Agreement, except claims arising from the concurrent or sole negligence of the <ENTER TRIBAL GOVERNMENT NAME> or its officers, agents or employees. The Sub-recipient will indemnify, hold harmless, and defend the <ENTER TRIBAL GOVERNMENT NAME> against any and all claims, demands, damages, costs, expenses, or liability arising out of the Sub-recipient's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the <ENTER TRIBAL GOVERNMENT NAME> or its officers, agents, or employees.

O. TERMINATION OF AGREEMENT. If any of the following events occur, the <ENTER TRIBAL GOVERNMENT NAME> may, in its sole discretion, declare such event a default under this Agreement:

1. Any representation or warranty made by the Sub-recipient in this Agreement or in any request or certificate or other information furnished to the <ENTER TRIBAL GOVERNMENT NAME> under this Agreement proves to have been incorrect in any material respect; or
2. The Sub-recipient fails in any material respect to carry out its obligations under its proposal to the <ENTER TRIBAL GOVERNMENT NAME> for the assistance provided under this Agreement.

If the Sub-recipient fails to perform any of its duties under this Agreement or if any event of default occurs, the <ENTER TRIBAL GOVERNMENT NAME> may declare the Sub-recipient to be in default and thereafter give the Sub-recipient written notice setting forth the action or inaction which constitutes the default and giving the Sub-recipient 45 days in which to correct the default. If the Sub-recipient fails to correct the default within 45 days of receipt of this notice, the <ENTER TRIBAL GOVERNMENT NAME> may notify the Sub-recipient in writing that any amount that is payable under this Agreement is due and payable in full within 45 days and this Agreement is terminated.

APPENDIX G: SUB-RECIPIENT AGREEMENT FORM

It is agreed by the parties that the provisions of this Agreement provide for reasonable and sufficient notice to be given to the Sub-recipient in case of the Sub-recipient’s failure to comply with any of its covenants and that this notice is sufficient for the Sub-recipient to rectify its actions or inactions of default.

The waiver by the <ENTER TRIBAL GOVERNMENT NAME> of any default by the Sub-recipient does not constitute a waiver of a continuing breach or a waiver of a subsequent breach. Any agreement contrary to this Agreement is not binding upon either party unless it is in writing and signed by both parties.

P. CONSTRUCTION AND VENUE.

This Agreement will be construed under and governed by the laws of the State of Montana. The <ENTER TRIBAL GOVERNMENT NAME> and the Sub-recipient agree that performance of this Agreement is in the County of <ENTER COUNTY>, State of Montana and that in the event of litigation concerning it, venue is in the District Court of the ____th Judicial District in and for the County of _____, Montana.

Q. ELIGIBILITY. The Sub-recipient certifies that the Sub-recipient's firm and the firm's principals are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in state-funded activities.

This Sub-recipient Agreement has been approved by The <ENTER TRIBAL GOVERNMENT NAME> Council Members via Resolution No. _____ .

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed.

<ENTER TRIBAL GOVERNMENT NAME>:

<SUB-RECIPIENT NAME>

(Name of Chair/President)

(Name of Director)

Date

Date

Attest:

Attest