



Montana Indian Language Program

Program Guidelines

Application Period: July 2019 – September 27, 2019

Governor Steve Bullock

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I. ABOUT THE PROGRAM

The Montana Indian Language Program (MILP) funding and revision to include ‘sung’ language, sponsored by J. Windy Boy as House Bill 37 of the 65th (2017) Legislature, demonstrates the State of Montana’s continued commitment to support efforts of Montana tribes to preserve and perpetuate Indian languages in the form of spoken, written, sung or signed language and to assist in the preservation and curricular goals of Indian education for all. The State of Montana recognizes Indian languages as vital to the identity of tribal nations and the state.

During the 66th Legislature, \$750,000 in funding for 2019 biennium (state fiscal years 2019 and 2020) Montana Indian Language Program was approved in coordination with House Bill 2 and was signed into law by Governor Bullock which will allow the MILP program to continue. These funds, managed by the State Tribal Economic Development (STED) Commission on behalf of the Department of Commerce and contracted to the tribal governments and community entities, for further distribution for local projects, will support the respective language preservation efforts of each tribal nation as well as personal services and operating expenses to fund the administration of the program. Of the \$750,000 in allocated funds, \$20,000 is reserved for personal services and \$17,500 is reserved for operational expenses.

A. STED Commission Contract with Tribal Governments

- (1) The governing bodies of each of Montana’s eight tribal nations or community entities may execute a contract with the STED Commission for the Montana Indian Language Program.
- (2) Tribal governments may enter into an agreement with a sub-recipient, or “designee,” to transfer the responsibilities of administering the program (part or whole). 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) Tribal governments or community entities that are interested in contracting for the program funds shall enter into a contract with the STED Commission no later than **December 6, 2019**.
- (4) Production of language products and implementation of products objectives must be incorporated into the overall contract between each tribal government and the STED Commission.
- (5) A tribal resolution or its equivalent may accompany the application authorizing application to the program for the specified project.

B. Performance and Output Standards

- (1) Specific Indian language preservation activities **must** include:
 - a. Development of audio and visual recordings, and/or,
 - b. Creation of reference materials which may be in audio, visual, electronic, or written format, and/or,
 - c. Creation and publication of curricula, which may include electronic curricula,
- (2) Furthermore, specific activities **may** include:
 - a. Language classes,
 - b. Language immersion camps,
 - c. Storytelling, songs,
 - d. Publication of literature,
 - e. Language programs, workshops, seminars, camps and other presentations in formal or informal settings

C. 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.

D. Use of Funds

Eligible uses of funds include:

- (1) Development of audio and visual recordings,
- (2) Creation of reference materials which may be in audio, visual, electronic and written format,
- (3) Creation and publication of curricula, which may include electronic curricula.
- (4) Language classes,
- (5) Publication of literature,
- (6) Language programs, workshops, seminars, camps and other presentations in formal and informal settings.

E. Funding Distribution and Availability

- (1) **\$712,500** in MILP grant funds shall be available starting **July 1, 2019**.
- (2) Any unencumbered funds shall revert to the general fund on **June 30, 2021**.
- (3) Program funds shall be equally distributed through a contract to each of the eight tribal governments. Each grantee shall receive **\$89,062.50**.
- (4) Distribution of funds shall be governed by individual contracts between the STED Commission and each tribal government or community entity. The individual contracts shall specify the method of distribution from the STED Commission to the tribal government, community entity, or its designee. Funds may be distributed directly to a designee if this is expressly noted in a sub-recipient agreement (Appendix E) and a designation of depository form (Appendix B) is completed with account information.
- (5) Tribal governments, community entities, 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.
- (6) The total administrative fee that can be charged to the grant by the grantee is **5%** of the total grant award for administration of the contract. This is equal to **\$4,453**.
- (7) The total personnel budget (salary and fringe) may not exceed **45%** of total grant award. This is equal to **\$40,078**.
- (8) Funds not contracted by **December 6, 2019** may be re-pooled and/or re-distributed to current contracts with an additional submitted scope of work.

F. Tangible Goods

Any tangible goods produced through MILP must be submitted to the Montana Historical Society for the benefit of related language preservation efforts and for preservation and archival purposes within 1 year of production. Three factors to keep in mind regarding tangible goods are:

- (1) Tangible goods must be produced or created as a result of the funding and should be noticeably different than previously produced language preservation goods.
- (2) 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 tribe and partnering entities.
- (3) Language teams are encouraged to have complete tangible goods ready for submission to the Montana Historical Society no later than **December 14, 2020** so that activities and tangible goods can be reported to the 2021 Legislature.
- (4) The state does not hold the copyright to the material created under the MILP program, however, the material cannot be copyrighted without the written approval of the sub-recipient and Commerce.

G. Program Advisory Boards/Language Teams

Tribal governments, community entities, and their designees are encouraged to maximize the impact of grant funds by forming partnerships among state and tribal entities and leveraging existing resources for the preservation of Indian languages and the education of all Montanans in a way that honors the cultural integrity of American Indians.

- (1) Each tribal government, community entity, or designee, receiving program funds may form local program advisory boards or language teams to guide the project from inception to completion.
- (2) Members of a local program advisory board or language teams may include but are not limited to representatives, such as:
 - a. the governor's office of Indian affairs,
 - b. School districts located on reservations,
 - c. Tribal colleges,
 - d. Tribal historic preservation offices
 - e. Tribal language and cultural programs,
 - f. units of the Montana university system,
 - g. the Montana historical society,
 - h. the Office of public instruction,
 - i. Montana public television organizations,
 - j. school districts not located on reservations, and
 - k. the Montana state library.

H. Materials Produced

Grantees may sell the tangible goods (e.g. audio and visual CDs, curriculum, books, materials, and literature) created under the MILP program. All tangible goods, once completed and submitted to the Montana Historical Society should be available for fair use to the public. Grantees can register with the Made in Montana Program as a Native American Made in Montana producer if their tangible goods have 51% or more value added production in Montana by registering at this site:

<https://madeinmontanausa.com/Membership/JointheProgram>. MILP staff can assist project managers with this process if needed.

II. PROPOSAL AND CONTRACTING TIMELINE

A. Proposal Submission

To be considered for MILP funding, tribal governments or community entities must submit their application by **September 27, 2019** through the online Submittable platform or by email to doctribal@mt.gov.

B. Proposal Review

The STED Commission and the Department will review proposals in **October 2019**. Proposal reviews may be conducted with each tribal government, community entity, or their designees during this time period to answer any questions or to provide clarification on proposed program. Applications must demonstrate how activities will meet the objectives of the program funding and the capacity of the organization to carry out the activities.

C. Final Approval of Program Proposals

All language in program proposals are provided to and approved by the STED Commission.

D. Execute Contracts

Each tribal government and the STED Commission must execute a contract by **December 6, 2019**. Project grantees are responsible for informing and assisting tribal or entity leadership and finance departments with obtaining signatures and required financial forms. Upon execution of the contract, tribal governments, community entities, or their designees may receive their first disbursement of funds.

E. Remaining Funds

Any remaining funds that are unencumbered as of **June 30, 2021** revert to the general fund. If unexpended funds have the potential of reverting to the general fund during the 4th quarter of the state's fiscal year, which begins April 1, then STED Commission may contract directly with an established subrecipient in an amount proportionate to the unexpended funds.

III. REPORTING

A. Reporting to the STED Commission

Reports shall be required to be submitted to the STED Commission by the tribal government, community entities, or their designee. A total of three reports per biennial year will be required for the program which includes a start-up assessment, midterm progress report, and final program closeout report. Additional reporting and touch points may be needed for projects not meeting projected activity dates and deliverables.

MONTANA INDIAN LANGAUGE PROGRAM TIMEFRAMES							
2019 State Biennium (through June 2021)	Fiscal Year 2020 (through June 2020)	CY 2019	App	Jul 19	Application Period to September 27, 2019		
				Aug 19			
				Sep 19			
						Oct 19	Application Review Period
						Nov 19	Contracting through 12/6/19; \$35,000 available for initial drawdown
				Project Period		Dec 19	
					Jan 20		
					Feb 20		
					Mar 20		
					Apr 20	Report #1 due April 30, 2020	
			May 20		\$45,156.25 is available for drawdown if substantial project progress is demonstrated and 75% of the initial drawdown expenditure is documented.		
			June 20				
			July 20		Report #2 (Midterm Progress Report) due July 1, 2020		
			Aug 20				
			Sep 20				
			Oct 20				
			Nov 20	Final Report due November 20, 2020 for Staff Review			
			Dec 20	Project Deliverables to Montana Historical Society Due December 14, 2020; Final Draw of \$8,906.25 available for drawdown			

B. Site Visits

Site visits may be made by the MILP staff that coincide with report due dates. Site visits may include an initial site visit, a midterm progress visit, and/or a final closeout preparation visit.

C. Report Due Dates

- (1) **Report # 1: April 30, 2020** (initial start-up progress)
- (2) **Report # 2: July 1, 2020** (midterm progress report) *Please note requirements in for mid-contract payment in Section IV. B (2)
- (3) **Final Report (Closeout): November 20, 2020- provide to staff for review**
 - a. Accelerated reporting timelines are acceptable for projects that complete early.
- (4) **Project Deliverables due to the Montana Historical Society: December 14, 2020**

D. Report Content

Tribal governments, community entities, or their designees shall submit written reports on:

- (1) Expenditures (budget vs. expenses)
- (2) Overall program progress in relation to timelines and tangible goods
- (3) Community engagement which includes tracking:
 - a. Number of participants
 - b. Leveraged resources which may include cash or in-kind services (office space, meeting space, vehicle use, pro bono representation, volunteer support, etc.)

(4) Administration and maintenance of a long-term language preservation strategic plan.

E. Reporting to the Legislature

The STED Commission will report on the activities of MILP to the Legislature throughout the course of the program.

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 (3 total) for the **\$89,062.50** award is as follows:

- (1) **Initial Drawdown/Payment—up to \$35,000** shall be available upon contract execution (beginning on or after **July 1, 2019**) in conjunction with the receipt of the required:
 - a. Designation of Depository Form (Appendix B),
 - b. Signature Certification Form (Appendix C), and
 - c. Request for Payment Form (Appendix D) and,
 - d. Sub-recipient Agreement Form (Appendix E), if funds are to be deposited directly with a designee
- (2) **Mid-contract Payment— up to \$45,156.25** shall be available for drawdown in **May 2020** in conjunction with the receipt of the required:
 - a. *Expenditure and progress report(s) and any requested follow-up information submitted to and accepted as sufficient by the STED Commission,
 - i. Sufficient project progress must be demonstrated with 75% of the initial drawdown shown as expended within the report as well as substantial progress in completing activities within the scope of work.
 - b. Completed Request for Payment Form (Appendix D).
- (3) **Final Payment-\$8,906.25** (remaining **10%** of grant) or the remaining amount of the total contract shall be available for draw upon:
 - a. Notification from the Montana Historical Society that the proposed tangible goods produced have been received for preservation and archival purposes by the submittal deadline, and
 - b. 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
 - c. In conjunction with receipt of a completed Request for Payment Form (Appendix D)
 - d. The final payment is a reimbursement payment meaning that all tangible goods and 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.
 - e. Any additional project payments for additional deliverables will be identified in amended contracts with the grantees.

C. Unexpended Funds

If unexpended funds have the potential of reverting to the general fund during the 4th quarter of the state's fiscal year, which begins April 1, then STED Commission may contract directly with an established subrecipient in an amount proportionate to the unexpended funds.

D. Insurance Requirements

- (1) **General Requirements-** The Tribe, community entity, or tribal 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, community entity's, or tribal designee's, insurance coverage is the primary insurance with respect to MILP, the State of Montana, their officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by MILP, the State of Montana, their officers, officials, agents, employees, and volunteers is in excess of the Tribe's, community entity's, or tribal designee's insurance coverage and does not contribute with it.
- (3) **General Liability Insurance-** The Tribe, community entity, or tribal 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, community entity, or tribal designee 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.

E. 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.

F. 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 cultural 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.

G. 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.

H. 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.

V. CONTACT INFORMATION FOR QUESTIONS

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

Montana Indian Language Program
301 South Park Avenue
PO Box 200533
Helena MT 59620-0533
Telephone (406) 841-2775
Fax (406) 841-2731
Website: <http://marketmt.com/MILP>
Email: doctribal@mt.gov

APPENDIX B: DESIGNATION OF DEPOSITORY FORM
Montana Indian Language Preservation Program (MILP)

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 State Tribal Economic Development Commission staff at (406) 841-2754 or doctribal@mt.gov</i>	
Item #	Information Needed (Items 1-7 to be completed by MILP Program Grantee)
1	Enter complete address of depository (bank) designated to receive funds.
2	Enter bank routing number, bank account number and account name where MILP funds are to be deposited.
3	Enter name of MILP Grantee
4	Enter complete address of MILP Grantee.
5	Enter signature and title of Tribal Chairperson or Chief Financial Officer for MILP Grantee.
6	Enter printed name of Tribal Chairperson or Chief Financial Officer for MILP Grantee.
7	Enter date form was signed by Tribal Chairperson or Chief Financial Officer for MILP Grantee.
(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.

APPENDIX B: DESIGNATION OF DEPOSITORY FORM
Montana Indian Language Preservation Program (MILP)

SECTION 1 (To be completed by the MILP GRANTEE)

The **(1)** _____

Name, Address and Zip Code of Grantee's Bank

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

(2) _____

Routing Number

Accounting Number

Account Name

(3) _____

Name of Grantee

(4) _____

Address, City, State, ZIP

(5) X

Signature of Tribal Chairperson or Chief Financial Officer

Title

(6) _____

(7) _____

Printed Name of Tribal Chairperson or Chief Financial Officer

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

Please retain a photocopy for your records and upload a copy with your application.

**APPENDIX C: SIGNATURE CERTIFICATION FORM
Montana Indian Language Program (MILP)**

AUTHORIZED SIGNATURES			
This is to certify that the following officials (please name at least two) are authorized to sign a request for funds from the Montana Indian Language Program:			
X			
NAME AND TITLE	SIGNATURE	DATE	
X			
NAME AND TITLE	SIGNATURE	DATE	
X			
NAME AND TITLE	SIGNATURE	DATE	
<div style="display: flex; justify-content: space-between;"> <i>(insert Tribe's name)</i> understands that any two of the above signatures must sign each request for funds. </div>			
TRIBAL CHAIRPERSON/PRESIDENT 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
			Please retain a photocopy for your records and either upload a copy with your application or email a copy to doctribal@mt.gov.

**APPENDIX D: REQUEST FOR PAYMENT FORM
Montana Indian Language Program (MILP)**

REQUEST FOR FUNDS

On behalf of the **Choose an item.** a request is hereby made for a draw of funds from the Montana Indian Language Program contract number **Choose an item.**

- \$35,000 Initial Drawdown**
- \$45,156.25 Midterm Payment** (By this midterm reporting due May 2020, the grantee must demonstrate sufficient project progress with 75% of the initial drawdown documented as expended within the report as well as substantial progress in completing activities within the scope of work.)
- \$8,906.25 Final Payment**

REQUESTED BY

(This Request for Funds **must include two of the authorized signatories** designated on the Signature Certification Form which is on file).

_____ X

NAME AND TITLE	SIGNATURE	DATE
_____ X		

NAME AND TITLE	SIGNATURE	DATE
_____ X		

Please retain a photocopy for your records and either upload a fully executed copy with your application OR email a copy to doctribal@mt.gov.

APPENDIX E: Sub-Recipient Agreement Form
Montana Indian Language Program (MILP)
SAMPLE SUB-RECIPIENT AGREEMENT

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

WITNESSETH THAT:

WHEREAS, **Choose an item.** is the recipient of a Montana Indian Language 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 (name activities) and

WHEREAS, the **Choose an item.** desires to sub-grant MILP funds to the Sub-recipient and engage the Sub-recipient to (name activities) on the **Choose an item.**'s behalf, and

WHEREAS, the Department has required the **Choose an item.** , to enter into a Sub-recipient agreement with the Sub-recipient specifying the terms and conditions of the **Choose an item.** delegation of certain MILP responsibilities to the Sub-recipient, and

WHEREAS, <ENTER SUBRECIPIENT NAME>, is qualified to undertake language preservation activities on behalf of the **Choose an item.**,

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 **Choose an item.** agrees, under the terms and conditions of this Agreement, to sub-grant the use of MILP funds for (name of activities) performed by the <ENTER SUBRECIPIENT NAME>.
- 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 **Choose an item.** 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

APPENDIX E: Sub-Recipient Agreement Form Montana Indian Language Program (MILP)

be performed hereunder.

C. COMPENSATION.

For the satisfactory completion of the services to be provided under this Contract, the **Department** will pay the Sub-recipient (grant designee for the Tribe) a sum not to exceed **\$89,062.50** as in the manner set forth in the attached Budget Narrative Form of the Application (Exhibit A), 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 **Department** will pay the Sub-recipient (grant designee for the Tribe) for each of these services, is set forth in the Budget Narrative Form of the Application (Exhibit A).

D. SCOPE OF SERVICES. The Sub-recipient will perform the scope of services contracted in the **MILP contract #Choose an item.**

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 **Choose an item.**'s financial officer, legal advice, fiscal audits or assistance with activities not related to the MILP project.

1. The Sub-recipient will be responsible for all facets of the MILP project as described in the **Choose an item.**'s MILP 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 **Choose an item.**'s authorized representatives and the Department access to these records at any time during normal business hours. At the request of the **Choose an item.** or the State Tribal Economic Development Commission, the Sub-recipient will submit to the **Choose an item.** or the Department, in the format prescribed by the **Choose an item.** 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.**

E. DURATION OF THE AGREEMENT. This Agreement will become effective upon signature by the **Choose an item.** 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 **Choose an**

APPENDIX E: Sub-Recipient Agreement Form Montana Indian Language Program (MILP)

item. 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.

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 MILP project 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 **Choose an item.** application to the Department for MILP 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 **Choose an item.** 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 **Choose an item.** 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.

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 **Choose an item.** to assure proper accounting for all project funds. These records will be made available for audit purposes to the **Choose an item.** 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 **Choose an item.**, the Department, and when required by law, the Montana Legislative Auditor and Legislative Fiscal Analyst.

APPENDIX E: Sub-Recipient Agreement Form Montana Indian Language Program (MILP)

N. INDEMNIFICATION. The Sub-recipient waives any and all claims and recourse against the **Choose an item.** 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 **Choose an item.** or its officers, agents or employees. The Sub-recipient will indemnify, hold harmless, and defend the **Choose an item.** 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 **Choose an item.** or its officers, agents, or employees.

O. TERMINATION OF AGREEMENT. If any of the following events occur, the **Choose an item.** 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 **Choose an item.** 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 **Choose an item.** 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 **Choose an item.** 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 **Choose an item.** 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.

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 **Choose an item.** 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 **Choose an item.** 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,

**APPENDIX E: Sub-Recipient Agreement Form
Montana Indian Language Program (MILP)**

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.

Choose an item.

<SUB-RECIPIENT NAME>

(Name of Chair/President)

(Name of Director)

Date

Date

Attest:

Attest:

**APPENDIX E: Sub-Recipient Agreement Form
Montana Indian Language Program (MILP)**

(ATTACH ANY EXHIBITS HERE)

Exhibit "A" – MILP Grant Contract between the Department of Commerce & the **Choose an item.**

**APPENDIX F: Project Timeline Form
Montana Indian Language Program (MILP)**

<h1>Program Timeline</h1> <p><u>Timeline Instructions</u> A variety of key activities will need to take place to complete the production of new language products <u>and</u> to implement the use of new/existing products.</p> <p>Please 1) provide a name for your product/activity, 2) describe the core activities to complete each product/activity and 3) place an X on the month each activity for each product/activity will be completed.</p> <p>Add additional rows under each language product for additional products and activities. *** Reminder: You are required to complete a project in the following 2 areas: recording, reference material, (see guidelines and application). You may do more than one product in each of these categories (see column B in this spreadsheet). You may do preservation activities in the following categories: language classes, immersion camps/nests, singing/storytelling, publication of literature and Tribal language workshops/presentations. ***This timeline must be submitted with your application material in order for your application to be complete.</p>	2019 State Biennium (through June 2021)																		
	Fiscal Year 2020 (through June 2020)												Fiscal Year 2021 (goes through June 2021, activities must be completed by November 2020)						
Calendar Year 2019						Calendar Year 2020													
<div style="border: 1px solid orange; padding: 5px; margin: 10px auto; width: 80%;"> By this midterm reporting due May 2020 the grantee must demonstrate sufficient project progress with 75% of the initial drawdown documented as expended within the report as well as substantial progress in completing activities within the scope of work in order to draw down the midterm payment of \$45,156.25. </div>																			
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
<u>Language Products</u>																			
<u>Recording (required activity)</u>		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
	Enter Product Name	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
	Enter Activity #1	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
	Add rows for each product & activity	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
<u>Reference Materials (required activity)</u>		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
	Product Name	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
	Activity #1	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
<u>Curricula (optional activity)</u>		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
	Product Name	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
	Activity #1	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
<u>Strategic Plan Updates (optional activity)</u>		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
	Product Name	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	

**APPENDIX F: Project Timeline Form
Montana Indian Language Program (MILP)**

		Activity #1	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
			Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Preservation Activities (optional activities)																			
Language Classes	Product Name		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
		Activity #1	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Immersion Camps/Nests	Product Name		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
		Activity #1	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Singing/Storytelling Circles	Product Name		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
		Activity #1	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Publication of Literature	Product Name		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
		Activity #1	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Tribal Language Programs	Product Name		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
		Activity #1	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov

APPENDIX G: BUDGET NARRATIVE FORM

Montana Indian Language Program (MILP)

For each budget category, describe in **detail** how the budgeted amounts will be specifically used to produce the products for your program and to perform the activities noted in your application. A maximum of \$89,062.50 can be budgeted from grant funds. Please review definitions of the budget categories below. The maximum amounts in the grant are \$4,453 (5%) for administrative costs, and \$40,078 (45%) for personnel salaries and fringe.

Budget Category	Amount (up to \$89,062.50)	Description of Use of Funds
Printing Tribal Budget Category & Account Code <input type="text"/>	<input type="text"/>	Enter the description of the use of funds for each cate
Professional Services Tribal Budget Category & Account Code <input type="text"/>	<input type="text"/>	
Language Experts Tribal Budget Category & Account Code <input type="text"/>	<input type="text"/>	
Supplies Tribal Budget Category & Account Code <input type="text"/>	<input type="text"/>	
Equipment Tribal Budget Category & Account Code <input type="text"/>	<input type="text"/>	
Training Tribal Budget Category & Account Code <input type="text"/>	<input type="text"/>	
Meetings Tribal Budget Category & Account Code <input type="text"/>	<input type="text"/>	
Travel Tribal Budget Category & Account Code <input type="text"/>	<input type="text"/>	
Personnel Salaries Tribal Budget Category & Account Code <input type="text"/>	<input type="text"/>	
Personnel Fringe Tribal Budget Category & Account Code <input type="text"/>	<input type="text"/>	
Administrative Costs Tribal Budget Category & Account Code <input type="text"/>	<input type="text"/>	
Total	<input type="text"/>	

APPENDIX G: BUDGET NARRATIVE FORM
Montana Indian Language Program (MILP)

Budget Category Definitions

Printing: Costs associated with printing material for projects

Professional Services: Individuals/companies that perform specific duties in a specific timeline and agreed upon through a written contract with the grantee/designee (contractors)

Language Experts: Speaker compensation for contributing to project based activities like recording projects, curriculum review, etc.

Supplies: Costs associated with frequently used office supplies (paper, ink, pencils, tape, etc.)

Equipment: Project specific equipment (camera, printer, computer, microphone, camcorder, software, etc.)

Training: Training and professional development fees

Meetings: Costs associated with performing meetings/events like venue rental, food & beverage, AV, etc)

Travel: Costs associated with traveling for project purposes (Does not include commuting my employees, contractors, experts, etc.)

Personnel Salaries: Salary or hourly compensation for employees

Personnel Fringe: Benefits for project personnel

Administrative Costs: For expenses to defray the costs of administering the program