

## Madison County Board of Commissioners Meeting

10:00 am Tuesday, March 3, 2026, until concluded

First Floor Public Meeting Room  
Administrative Office Building, Virginia City, Montana

WebEx Login:

<https://madisoncounty.my.webex.com/madisoncounty.my/j.php?MTID=m41ec260e52fb051a5b5abad7194ef5ac>

Meeting Number: 2557 256 7614 Password: VCMadison

Join by Phone: 1-650-479-3208 Password: 82623476

Press \*6 to mute or unmute

Duke Gilman, District 1 Commissioner  
Ron Nye, District 2 Commissioner, Chairman  
Bill Todd, District 3 Commissioner

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### CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

### PUBLIC COMMENT (PLEASE LIMIT TO 5 MINUTES PER PERSON)

### CONSENT AGENDA

- Minutes for February 23, 2026 Work Session Meeting
- Minutes for February 24, 2026 Regular Meeting
- CMS Contract
- Yearly Fuel Tax Certification of Roadway Mileage - SFY 2027
- Planner I Attendance - Montana Housing Partnership Conference
- No Longer Printing ACH Printing Paystubs for Employees
- Lake Road Bridge Bid Invitation
- Approval of Claims

### REPORTS OF COMMITTEES

- None

### UNFINISHED BUSINESS

- None

### NEW BUSINESS

- MT-CDBG-24-PF-01 Harrison Phase 2 Wastewater Project \$1,125.00
- MTUPP Grant Subcontract Amendment 1 FY26
- MCHBG FY26 Task Order
- Global RID Petition Requirement Determination
- Assigning Vehicles Received from the Sheriff's Department

### ANNOUNCEMENTS AND CALENDARS

Feb 27, 2026	Senior Citizen Advisory Board 11:00 AM Twin Bridges Senior Center
Mar 2, 2026	Mental Health Local Advisory Council 2:00 PM TBD
Mar 9, 2026	Airport Board Meeting 6:00 PM Annex Building Public Meeting Room
Mar 11, 2026	Library Board Meeting 9:30 AM Thompson-Hickman Madison County Library
Mar 12, 2026	Solid Waste Board Meeting 1:15 PM Public Meeting Room
Mar 19, 2026	Safety Committee Meeting 10:00 AM Public Meeting Room
Mar 23, 2026	Planning Board Meeting 6:00 PM Annex Building Public Meeting Room
Mar 27, 2026	Housing Advisory Board Meeting 9:00 AM Online Meeting

### ADJOURNMENT

**Madison County  
Commissioners' Work Session Meeting**

February 23, 2026, 10:00 am Mountain Time until concluded  
103 W Wallace St, Virginia City, MT 59755, United States  
First Floor Public Meeting Room  
Administrative Office Building, Virginia City, Montana

**Present:**

Duke W. Gilman, Commissioner, District 1  
Ron E. Nye, Commissioner, District 2, Chairman  
William A. Todd, Commissioner, District 3

**In attendance:**

Ryan Wolter, IT Support Specialist, administered the Webex connection  
Sarah Carlson, Commissioners' / Airport Assistant, was present to take minutes

**Attendee List:**

Duncan Hedges, Sheriff  
Craig Erickson, Great West Engineering  
Ray Rowberry, Road Supervisor  
Cody Marxer, Planning Director  
Cece Weldon, Ruby Valley Search and Rescue  
Pat Jacobs, Architecture Trio  
Corey Lewellen, Forest Service  
Josh Connors, Forest Service  
Melissa Wanamaker, Headwaters RC&D

**1. Call to Order, Pledge of Allegiance, Roll Call**

**2. Public Comment (Please Limit to 5 Minutes Per Person)**

None

**3. Report of Committees**

**3.1. Madison County Courthouse Rehabilitation and Addition**

Pat Jacobs of Architecture Trio provided an update to the Commissioners regarding the progress of the courthouse. Pat has been in communication with the Madison County Attorney concerning the notice to bid. An HPAC review meeting is scheduled for Thursday. Additionally, the Commissioner and Pat Jacobs discussed items that require packing and relocation to storage.

Comment: Jacobs. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

### **3.2. Nursing Home Update**

Christine Preece, the Madison County Nursing Home Administrator, participated in the meeting via WebEx and presented information regarding the current resident populations in the nursing facilities. They have received referrals for both establishments and are presently reviewing one at TRMCC. Last week, two new employees were appointed at MVM, one to dietary services and the other to housekeeping. Today, an interview is scheduled for the Activities Assistant position at TRMCC.

Comment: Preece (WebEx). Discussion: None.

## **4. Unfinished Business**

### **5. New Business**

#### **5.1. MCEP's Planning Grant Discussion]**

Jeremiah Theys of Great West Engineering, participating via Webex, noted that the county did not receive the MCEP Planning Grant intended for reassessment of the bridge capital improvement plan. Great West is presently awaiting a debrief with the Department of Commerce. This marks the first time those applications have been ranked, whereas previously funding was allocated on a first-come, first-served basis. Jeremiah also addressed funding and the bridges in Madison County that need repair.

Comment: Hedges, Theys, and Lutgen (WebEx). Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

#### **5.2. USDA Lease Extension Review for Lease 57-0325-06-005**

Cece Weldon of Ruby Valley Search and Rescue discussed the current lease and proposed modifications prior to the renewal of the new lease.

Comment: Weldon. Discussion: Commissioner Nye, Commissioner Todd, and Commissioner Gilman.

#### **5.3. Forest Service Update**

Corey Lewellen and Josh Connors from the Forest Service provided a personal update. They recently hired individuals for the upcoming fire season and will hire approximately 15 seasonal workers to support activities in the recreation areas. The Forest Service reevaluated its roadless rule and expects to release a draft EIS later this spring. They discussed the Travel management motor vehicle map plan. Active Forest Management is a top priority and includes oil and gas, mineral-related activities, timber sales, timber thinning, and fuel reduction, as well as a range program that works with the Department of Agriculture and the Department of the Interior to support our cattle and grazing communities. Provided information on location for possible prescribed burns. Rams Horn Bridge was replaced last year, and there is a contract to replace all three Mill Creek Bridges.

Comment: Lewellen and Connors. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

#### **5.4. Expanding Brownfields Inventory**

Melissa Wanamaker from Headwaters RC&D discussed funding options via the Brownfield Inventory. The DEQ Brownfield program recently received a \$2 million grant for assessment and planning. They also applied for an additional \$1.5 million to support these activities, with 30% of the funds allocated specifically for planning. Melissa also provided an update on the Virginia City Schoolhouse.

Comment: Wanamaker. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

#### **5.5. Treacy Foundation Grant - Letter of Intent**

Jim Jarvis participated via WebEx and indicated that the Treacy Foundation Grant has expressed interest in the Virginia City Schoolhouse project; however, they are only willing to allocate funds to the building owner.

Comment: Jarvis and Lutgen (WebEx). Discussion: Commissioner Todd and Commissioner Nye.

#### **5.6. Emergency Buildings Safety Updates**

Duncan Hedges, Madison County Sheriff, and the Commissioner discussed which county line item to charge for these repairs.

Comment: Hedges. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

#### **5.7. SW MT Drug Task Force MOU Fiscal Year 2027**

Duncan Hedges, the Sheriff of Madison County, stated that this Memorandum of Understanding (MOU) remains unchanged from the previous year; the sole modification pertains to the date.

Comment: Hedges. Discussion: Commissioner Todd, Commissioner Gilman, and Commissioner Nye.

#### **5.8. Assigning Vehicles Received from the Sheriff's Department**

The Commissioners deliberated on vehicles requiring repairs. This matter will be addressed in the upcoming Tuesday meeting.

Comment: Hedges. Discussion: Commissioner Todd, Commissioner Gilman, and Commissioner Nye.

**Adjournment**

**RESOLVED:** Commissioner Todd moved to adjourn the meeting. Commissioner Gilman seconded the motion.

For: Duke Gilman, Ron Nye, and William Todd. Motion passed.

With no further discussion, the meeting was adjourned at 11:20 am.

The upcoming Commission meeting is scheduled for Monday, March 2, 2026, at 10:00 a.m. in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

**Signed:** .....

**Date:**.....

**Ronald E. Nye, Commissioner, Chairman**

**Date Approved: March 2, 2026**

**Signed:** .....

**Date:**.....

**Minutes prepared by:**

**Sarah Carlson, Commissioners' / Airport Assistant**

**Attest:** .....

**Date:**.....

**Paula McKenzie, Clerk and Recorder, Madison County**

**Madison County  
Commissioners Regular Meeting**

February 24, 2026, 10:00 am Mountain Time until concluded  
103 W Wallace St, Virginia City, MT 59755, United States  
First Floor Public Meeting Room  
Administrative Office Building, Virginia City, Montana

**Present:**

Ronald E. Nye, Commissioner District 2, Chairman  
William A. Todd, Commissioner, District 3,

**Absent:**

Duke W. Gilman, Commissioner District 1

**In Attendance:**

Jeff LeVegue, IT Support Specialist, administered the Webex connection  
Sarah Carlson, Commissioners' Administrative Assistant was present to take minutes

**Attendee List:**

Duncan Hedges, Sheriff  
Craig Schroder, Undersheriff  
Colton Lauer, Madison County Attorney  
Cody Marxer, Planning Director  
Shawna Lutgen, Grants Manager  
Jennifer Tezak, Human Resources  
Susan Hanson, Human Resources  
Amy Robbins, Fairground Manager  
Kristi Millhouse, Finance Director  
Pat Jacobs, Architecture Trio  
Mati Bishop, The Madisonian  
Joanne Galiger, Nursing Home Foundation  
Angela Mueller, Virginia City  
Trevor Walter

**1. Call to Order, Pledge of Allegiance, Roll Call**

**2. Public Comment (Please Limit to 5 Minutes Per Person)**

Joanne Galiger inquired about the nursing home survey. Commissioner Gilman stated that the contracted firm was currently conducting the survey.

Comment: Galiger. Discussion: Commissioner Gilman.

**3. Consent Agenda**

**3.1. Minutes for February 9, 2026, Work Session**

**3.2. Minutes for February 17, 2026, Regular Meeting**

**3.3. Minutes for February 19, 2026, Special Meeting**

**3.4. Interlocal Agreement for Law Enforcement Services**

**3.5. DCI - Structural Engineering Service Proposal for the Senior Bus Barn Metal Building Foundation**

**3.6. Change Order No. 2 - TRMCC ADA Improvements Increase of \$38,860.14**

**3.7. Contractor Payment No. 3 - TRMCC ADA Improvements for \$89,660.07**

**3.8. OneDigital 2025/2026 Fiscal Year GASB 75 Valuation**

**3.9. Nursing Home USDA Grant MOU Execution**

**3.10. Approval of Claims**

**RESOLVED:** Commissioner Todd moved to approve the Consent Agenda as read. Commissioner Gilman seconded the motion.  
For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: None. Discussion: None.

**4. Reports of Committees**

None

**5. Unfinished Business**

**6. New Business**

**6.1. Part-Time / Temporary Fair Secretary**

Amy Robbins, the Manager of Madison County Fairgrounds, requested the appointment of a part-time, temporary fair secretary to begin training as a backup and to learn the ticketing process before the fair season. Amy will seek approval from the fair board before advertising the position

**RESOLVED:** Commissioner Todd moved to approve a part-time/temporary fair secretary position. Commissioner Gilman seconded the motion.  
For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Robbins, Tezak, and Hanson. Discussion: Commissioner Gilman, Commissioner Todd, and Commissioner Nye.

**6.2. MHP Grant Application for the MC Courthouse Exterior Restoration Project**

Jim Jarvis and Pat Jacobs are diligently working to complete the grant application before the deadline. Commissioner Todd stated that once the grant application is complete, they need to send a copy to the county.

**RESOLVED:** Commissioner Todd moved to approve the MHP Grant Application for the MC Courthouse Exterior Restoration Project. Commissioner Gilman seconded the motion.  
For: William Todd, Duke Gilman, Ron Nye. Motion passed.

Comment: Jarvis (WebEx). Discussion: Commissioner Todd and Commissioner Nye.

### **6.3. Treacy Foundation Grant - Letter of Intent**

**RESOLVED:** Commissioner Todd moved to approve the Treacy Foundation Grant Letter of Intent. Commissioner Gilman seconded the motion.  
For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Jarvis (WebEx). Discussion: Commissioner Todd and Commissioner Nye.

### **6.4. Courthouse Construction Document Approval**

**RESOLVED:** Commissioner Todd moved to approve the Courthouse Construction Documents as presented. Commissioner Gilman seconded the motion.  
For: Duke Gilman, Ron Nye, and William Todd. Motion passed.

Comment: Jacobs. Discussion: Commissioner Nye, Commissioner Todd, and Commissioner Gilman.

### **6.5. Courthouse Cost Estimate Approval**

**RESOLVED:** Commissioner Todd moved to approve the Courthouse cost Estimate as presented. Commissioner Gilman seconded the motion.  
For: Duke Gilman, Ron Nye, and William Todd. Motion passed.

Comment: None. Discussion: None.

### **6.6. Approval of Courthouse Bid Documents**

**RESOLVED:** Commissioner Todd moved to approve the Courthouse Bid Documents as presented. Commissioner Gilman seconded the motion.  
For: Duke Gilman, Ron Nye, and William Todd. Motion passed.

Comment: Lauer and Jacobs. Discussion: Commissioner Nye, Commissioner Gilman, and Commissioner Todd.

### **6.7. Emergency Buildings Safety Updates**

**RESOLVED:** Commissioner Todd moved to approve the Emergency Building Safety Updates. Commissioner Gilman seconded the motion.  
For: William Todd, Ron Nye, Duke Gilman. Motion passed.

Comment: None. Discussion: None.

**6.8. SW MT Drug Task Force MOU Fiscal Year 2027**

**RESOLVED:** Commissioner Todd moved to approve the SW MT Drug Task Force MOU for Fiscal Year 2027. Commissioner Gilman seconded the motion.

For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: None. Discussion: None.

**Public Comment:**

Paul Marsh, with the Nursing Home Foundation, asked the Commissioner when the Nursing Home USDA Grant MOU would be signed, and whether the Commissioners are willing to work with the foundation as a partner in a professional and cooperative manner, or are we going to be faced with an adversarial, bullying, non-communicating, and accusatory attitude of the past two years?

The Commissioners informed Paul Marsh that the MOU would be signed after the meeting adjourns.

Commissioner Todd noted that adding this to the consent agenda and moving ahead with it demonstrates our willingness to work with the foundation regardless of the circumstances. Pride is a stupid reason to lose a million dollars. We are not the ones who matter; the residents are.

Commissioner Nye stated that he agrees with Commissioner Todd's point and that we need to update the kitchen at the Madison Valley Manor. We need the funds to complete the project. It was added to the consent agenda, and we approved it, which indicates what this Commission is willing to do.

Commissioner Gilman stated that he always wants to work with the foundation, believes in the nursing homes, and wants to keep them within the county. He's sorry this has been a mess, and he's glad to be moving forward.

Comment: Marsh. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

**Adjournment**

**RESOLVED:** Commissioner Todd moved to adjourn the meeting. Commissioner Gilman seconded the motion.

For: Duke Gilman, Ron Nye, and William Todd. Motion passed.

With no further discussion, the meeting was adjourned at 10:18 am.

The upcoming Regular Commissioner meeting is scheduled for Tuesday, March 3, 2026, at 10:00 am, in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

**Signed:** .....  
**Ronald E. Nye, Commissioner, Chairman**

**Date:**.....

**Date Approved: March 3, 2026**

**Signed: .....**

**Date:.....**

**Minutes prepared by:  
Sarah Carlson, Commissioners' / Airport Assistant**

**Attest: .....**

**Date:.....**

**Paula McKenzie, Clerk and Recorder, Madison County**

**DRAFT**

**Contract**  
**Madison County Montana, and**  
**CMS, Communication and Management Services, LLC**

**I. Parties**

This Contract is made and entered into this February 20, 2026, between the *Agency*, Madison County Montana Board of Commissioners located in Virginia City Montana; and *Consultant*, Communication and Management Services (CMS), LLC, whose principal office is located at 629 Helena Avenue. PO Box 1251, Helena, MT, 59624-1251, and Federal ID #81-515137.

**II. Purpose and scope**

Agency and the Consultant enter this contract for the purpose of conducting an objective workplace assessment of county operated skilled nursing facilities. This employee-focused organizational review will provide insights and actionable recommendations related to leadership, human resources systems, internal communication, the work environment, and other areas of interest to the County. The project will include:

- Administering county skilled nursing facility employee SurveyMonkey survey (actual submissions retained by Communication & Management Services, LLC).
- Facilitated focus groups or targeted interviews.
- Written report summarizing findings including an overall assessment of organizational effectiveness and the work culture; strengths and areas for improvement; and an optional recommendations section, based on County preference.

CMS will provide additional human resources services as requested by the county at the hourly rate specified in the following Compensation section.

**III. Compensation**

The Consultant will provide services for a rate of \$160 per hour plus project expenditures (e.g., printing, postage, supplies, etc.). The Agency will also pay any mileage and approved per diem for lodging and meals for related travel. The total amount of payments under this contract will not exceed \$15,000 without prior written approval of the Agency. No additional charges, fees, costs, or expenses may be added without prior written approval of the Agency.

The Consultant will submit a monthly invoice for services performed under Section II. The Agency will verify invoices and expenditure receipts as applicable and pay the Consultant within 30 days of receipt of the bill. Any outstanding balances not in dispute remaining thirty days after receipt of the invoice will accrue a finance charge of 1.5% per month until paid.

**IV. Project duration/renewability**

The Consultant will provide specified services for the Agency from the date of this contract through September 30, 2026.

Upon completion of the contracted work, Consultant reserves the right to list the Agency's name and general nature of the project on its website, social media accounts, and marketing

materials as part of its portfolio of completed engagements. No confidential or proprietary information will be disclosed. The Agency may opt out of this listing by providing written notice prior to project completion.

V. **Deliverables (ownership of publications and materials)**

The Agency owns all final reports and other end products of this contract. The Consultant owns all interim reports, interview notes and recordings, and Consultant agrees to maintain the confidentiality of those records of the Agency that may be confidential, except that the Agency will have access to such confidential records.

During analysis, the Consultant may use tools, including large language models (LLMs), to assist in reviewing non-confidential materials. The Agency may request that specific materials be excluded from LLM-assisted analysis at any time.

VI. **Nondiscrimination**

No part of this contract may be performed in a manner which discriminates against any person based on race, color, religion, creed, sex, age, marital status, national origin, or actual or perceived sexual orientation, gender identity, disability or vaccination status as well as any other category protected by federal, state, or local law by the persons performing the contract. Actions in which such discrimination is prohibited include but are not limited to workplace investigations, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training including apprenticeship.

VII. **Access for monitoring and review**

The Consultant will grant the Agency and its agents access at any reasonable time to project activities and all financial and operational records pertaining to this contract assignment for the purposes of compliance monitoring and review. The Agency agrees to provide the Consultant reasonable access during normal business hours to information not privileged or confidential, which may be required to meet the obligations of this contract.

VIII. **Independent Contractor**

It is mutually understood that the Consultant is an independent contractor and is not an employee of the Agency. For those reasons, the Consultant is not covered by Worker's Compensation laws applicable to the Agency.

The Consultant will not undertake any of the services defined in Section II, Purpose and Scope, until such a time that proof of a Worker's Compensation and/or approved exemption has been submitted to the Agency and attached to this contract.

IX. **Liaison**

The liaison representatives for the respective parties to whom all communication concerning this contract will be directed are: Commissioner Duke Gilman representing the Agency; and

Jim Kerins, representing the Consultant.

- X. **Amendments in writing**  
This contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract are valid or binding. This contract may not be enlarged, modified, or altered except in writing, signed by both representing parties. No change, addition, or erasure of any printed portion of this contract is valid or binding upon either party.
- XI. **Hold harmless and indemnification**  
The Consultant, and Agency shall hold harmless and indemnify each other and their agents, principals, and contractors from and against any and all claims, damages, losses, demands, judgements, costs of suit, defense expenses, and attorney's fees to the extent arising out of or resulting from wrongful acts, errors, omissions, or negligence, or from failure to comply with the requirements of this contract or with all federal, state, and local laws, regulations, and ordinances applicable to the work to be completed under this contract.
- XII. **Severability**  
It is understood and agreed by the parties hereto that if any term or provision of this contract is by the courts held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will not be construed and enforced as if this contract did not contain the particular term or provision held to be invalid.
- XIII. **Termination**  
Except as otherwise provided in this contract, either party may terminate this contract for failure of the other party to perform any of the services, duties, or conditions contained in this contract after giving thirty (30) days written notice by registered mail or personal delivery to the other party. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.
- XIV. **Montana's law and venue**  
The parties agree that any action at law, suit in equity, or judicial proceeding for the enforcement of this contract or any provision thereof will be instituted only in the courts of the State of Montana, and it is mutually agreed that this contract will be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this contract, the venue will be in the 1<sup>st</sup> Judicial District in and for the Agency of Lewis and Clark County, Montana.
- XV. **Legal Proceedings and Testimony**  
In the event that the Consultant is requested, subpoenaed, or otherwise required to participate





Director Christopher Dorrington

### Mileage Certification Form

In accordance with the provisions of Section 15-70-101, M.C.A., it is hereby certified that the Road mileage for Madison County, exclusive of the National Highway System (including Interstate) and Primary System, is as follows:

<i>Roads Outside of Cities</i>	<i>Current Mileage</i>	<i>Added Mileage (Approximate)</i>	<i>Deleted Mileage (Approximate)</i>	<i>Adjusted Mileage (Approximate)</i>
Off-System	1342.867			
Secondary/Urban System	66.934	N/A	N/A	66.934
<b>TOTAL</b>	<b>1409.801</b>			

Any added or deleted mileage amounts shown above may differ from the calculated mileages derived using MDT's process. Additionally, MDT reserves the right to verify any additions or deletions that would significantly affect the fuel tax allocation program. If the number of miles to be added or deleted is significant, the verification process will occur during the **summer of 2026**, and eligible routes will be included in the calculations for the following year.

\_\_\_\_\_  
(Signature)

Commissioner, Chairman

\_\_\_\_\_  
(Official Title)

Virginia City, Montana

\_\_\_\_\_  
(City)

Date: March 3, 2026

**NOTE:** PLEASE RETURN THIS CERTIFICATION FORM ALONG WITH THE SIGNED MAP OR GIS DATA ON OR BEFORE **MARCH 13, 2026** FOR FUEL TAX ALLOCATION. IF THERE ARE NO MILEAGE CHANGES ONLY THE SIGNED CERTIFICATION FORM IS REQUIRED FOR THE RETURN. YOU CAN MAIL, EMAIL, OR FAX THIS TO US.

**Address for return:**

**Fax: 406-444-7671**

**Email: bklapstein@mt.gov**

State of Montana  
Department of Transportation  
Transportation Planning Division – Geospatial Information Section  
PO Box 201001  
2701 Prospect Avenue  
Helena, MT 59620-1001

# MADISON COUNTY PLANNING

P.O. Box 278 • Virginia City, Montana 59755 • Phone (406) 898-4331

## MEMORANDUM

**To:** Madison County Board of Commissioners  
**From:** Cody Marxer, Planning Director  
**Date:** February 27, 2026  
**Subject:** Request for Michelle Schriock, Planner I, to Attend Conference

Dear Commissioners,

I am requesting permission for Michelle Schriock, Planner I, to attend the Montana Housing Partnership Conference, May 18-20, 2026. Michelle serves as a voting member of the Madison County Housing Advisory Board and has demonstrated both initiative and skill in applying affordable housing information in her work as a Planner. Our department budget accommodates her attendance, as well. I am elated to support her commitment to remaining engaged and open-minded to affordable housing solutions in Madison County, and I ask that you offer the same support by approving my request for Michelle to attend the Montana Housing Partnership Conference.

Thank you for your consideration.




**Cody Marxer**  
 Planning Director and Floodplain Administrator

Phone: (406) 898-4331  
 Email: cmarxer@madisoncountymt.gov  
 Address: 7 Placer Loop / PO Box 278, Virginia City, MT 59755



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AGENDA REGISTRATION SPEAKERS SPONSORS LOGISTICS

## MONTANA HOUSING PARTNERSHIP CONFERENCE

May 18-20, 2026 | Fairmont Hot Springs

2026 Registration Information

The Montana Housing Partnership is excited to welcome you to the 2026 Housing Conference, taking place May 18-20, 2026, at Fairmont Hot Springs in Fairmont, MT!

This conference brings together housing professionals, policymakers, developers, and advocates from across the state and nation to explore innovative solutions, share expertise, and collaborate on the future of affordable housing in Montana. We anticipate this year's attendance to be between 300-320.

With engaging keynote speakers, insightful breakout sessions, and valuable networking opportunities, this year's conference promises to be an impactful and inspiring gathering. We can't wait to see you in Fairmont!

**SECTION 00100****INVITATION TO BID**

Separate sealed bids for construction of the Lake Road Bridge Replacement project will be received by the office of the Madison County Commission at 111 East Wallace Street, Virginia City, Montana 59755 until **10:00 a.m. local time on March 23<sup>rd</sup>, 2026**, and then publicly opened and read aloud. To submit a bid, send a completed Bid Form and required attachments to the office of the Madison County Commission.

The project consists of the supply and installation of a 22-ft span new steel modular bridge system that will be installed on an existing concrete foundation near Harrison, Montana. Improvements consist of, but are not limited to: removal of existing timber bridge, supply and installation of new steel bridge system, installation of concrete eco blocks, and asphalt pavement transitions.

Digital copies of the Bidding Documents are available at [www.greatwesteng.com](http://www.greatwesteng.com) or [www.questcdn.com](http://www.questcdn.com) for a fee of \$25. These documents may be downloaded by selecting this project from the “Current Projects Bidding” tab. The contract documents, consisting of half size Drawings and Project Manual, may be examined or obtained at the office of Great West Engineering, Inc., located at 250 Helen P Clarke Street, Helena, MT 59601, phone 406-449-8627 in accordance with Article 2.1 of Instructions to Bidders. Required fee of \$50 per set, which is non-refundable.

In addition, the Drawings and Project Manual may also be examined at the following locations:

Billings Builders Exchange	Great Falls Builders Exchange
Bozeman Plan Exchange	Helena Copy Center
Butte Builders Exchange	Missoula Plans Exchange

Contractor and any of the Contractor’s Subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, PO Box 8011, 1805 Prospect, Helena MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. All laborers and mechanics employed by Contractor or Subcontractors in performance of the construction work shall be paid wages at rates as required by Montana Prevailing Wage Rates. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier’s Check, or Bid Bond payable to Madison County, in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance, as required, shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid that is in the best interest of the Owner.

All questions about the meaning or intent of the Contract Documents are to be submitted in writing to and must be received by Great West Engineering no later than 10:00 a.m. local time on March 18th, 2026. Questions received after this date will not be answered. Written comments may be submitted to Logan Williams of Great West Engineering by mail at: 250 Helen P Clarke Street, Helena, MT 59601 or email at: [lwilliams@greatwesteng.com](mailto:lwilliams@greatwesteng.com). Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having

received the Bidding Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Madison County, Montana, is an Equal Opportunity Employer.

Published in *The Madisonian* on March 5<sup>th</sup> and March 12<sup>th</sup>, 2026

Madison County Commission

111 East Wallace Street

Virginia City, Montana 59755

**END OF SECTION**

DRAFT

**REQUEST FOR REIMBURSEMENT FORM**

<b>Section I: CDBG recipient information</b>				
<b>CDBG contract number</b> MT-CDBG-24-PF-01	<b>Request number</b> 3		<b>Total amount</b> \$ 1,125.00	
<b>Name and address of CDBG recipient</b> Madison County PO Box 278 Virginia City, MT 59		<b>Make deposit payable to:</b> Madison Valley Bank PO Box 307 Ennis, MT 59729 Account #****3003 ABA#****1117		
<b>Section II: Financial</b>				
	<b>A</b> Amount budgeted	<b>B</b> Amount expended prior to this request	<b>C</b> Amount requested	<b>D</b> Balance remaining after this request
<b>1. Total administration budget</b>	\$ 15,000.00	\$ 6,822.00	\$ 1,125.00	\$ 7,053.00
<b>2. Percent</b>	Percent of total grant 0.021428571	Percent of column A 0.45		
<b>3. Total activity budget</b>	\$ 685,000.00	\$ -		\$ 685,000.00
<b>4. Percent</b>	Percent of total grant 0.978571429	Percent of column A 0.00		
<b>5. Total CDBG grant budget</b>	\$ 700,000.00	\$ 6,822.00	\$ 1,125.00	\$ 692,053.00
			<b>Total amount requested</b>	\$ 1,125.00
<b>Remarks:</b>				
<b>Section III: Local approval</b>				
Please submit request for reimbursements and all supporting documentation and reports to: Montana Department of Commerce, Community MT Division, P.O. Box 200523, Helena, MT 59620-0523				
Date:	Signature:		Title:	
Date:	Countersignature:		Title:	
<b>Section IV: Commerce approval</b>				
Expenditures are reasonable and appropriate Signatures are correct Consistent with preceding requests and SABHRS Administration does not exceed 10% Budget amendment approved, if applicable		Approved by:  Title:  Date:		

Montana Department of Commerce

Community Development Block Grant Program



# Project Progress Report

## Community Development Block Grant Program

CDBG grantee	Madison County
Contract number	MT-CDBG-24-PF-01
Request for reimbursement number	Three
Total amount requested	\$1,125.00
Date	February 24, 2026

<b>Administration</b>	
Administration amount requested	\$ 1,125.00
<p>Include the amount and a brief description of each individual administrative/financial related expenditure/invoice that will be paid in whole or in part using CDBG funds. Attach a copy of each invoice. Include summary payroll information for all work performed by the CDBG recipient's employees. At a minimum, include the name, title, date range or date(s) that work was performed, rates charged an hour, total hours worked, activities performed and total amount earned.</p> <p>Project Manager Austin Egan, PE, billed 1 hour for professional services rendered between December 14, 2025, and January 17, 2026, at an hourly rate of \$187.00. The services included updating the grant administrator and participating in a Teams meeting with project stakeholders.</p> <p>During the same billing period, Grant Administrator Craig Erickson recorded 5 hours of work on the project, charged at an hourly rate of \$184 (2025 rate) and 3.25 hours at \$191 per hour (2026 rate). His services included preparing requests for funds from the DNRC and CDBG, discussing the project status with the project manager, writing project progress reports, meeting with the Madison County Commissioners, and participating in a Teams conference with project stakeholders.</p>	



<b>Activity</b>	
Activity amount requested	\$ 0.00
<p>Include the amount and a brief description of each individual construction related expenditure/invoice that will be paid for in whole or in part using CDBG funds. Attach a copy of each invoice. Include summary payroll information for all work performed by the CDBG recipient's employees. At a minimum, include the name, title, time period/date that work was performed, total hours worked, activities performed and total amount earned.</p>	
<p style="text-align: center; font-size: 48px; opacity: 0.3; transform: rotate(-30deg);">DRAFT</p>	

**Project status: administration/financial and construction**

- Great West Engineering has completed the site survey and has initiated the geotechnical analysis of the project site.
- Great West may have its environmental scientist perform a wetlands delineation study to determine the actual boundary of the wetlands and, if necessary, prepare a U.S. Army Corps of Engineers 404 Permit.
- Plans and specifications are scheduled to be submitted to DEQ and the other funding agencies in April 2026.
- Madison County will complete the Environmental Review Record for the CDBG grant.



Provide any other information that appears pertinent, such as anticipated changes in the contract budget, implementation schedule or scope of services. For example, if you anticipate any problems or delays that could affect the project implementation schedule or budget, these should be fully described and discussed well in advance, since a budget adjustment requires prior approval. Finally, indicate any milestones from the implementation schedule that are behind schedule and indicate when they should be completed.

Great West Engineering will complete the CDBG Environmental Review Record (ERR) during the first quarterly of 2026.



Harrison Water & Sewer District  
 Attn: Terri McCarty  
 PO Box 24  
 Harrison, MT 59735

Invoice number 38670  
 Date 01/22/2026  
 Project 1-22161 HARRISON WSD ON-CALL

Professional Services from December 14, 2025 through January 17, 2026

Services on this invoice include a site survey and project management for the phase 2 wastewater system improvements project.

	Amount	
<b>10-13 Task Order No. 3 - Phase 2 WW</b>		
<b>10.1-13 Preliminary Design</b>		
Contract Amount	40,000.00	
Percent Complete	15.88	
Prior Billed	3,500.00	
Total Billed	6,350.00	
		Current Billed 2,850.00
<b>10.2-13 Final Design</b>		
Contract Amount	69,000.00	
Percent Complete	0.00	
Prior Billed	0.00	
Total Billed	0.00	
		Current Billed 0.00
<b>10.3-13 Bidding and Negotiating</b>		
Contract Amount	15,200.00	
Percent Complete	0.00	
Prior Billed	0.00	
Total Billed	0.00	
		Current Billed 0.00
<b>10.4-13 Construction</b>		
Contract Amount	127,000.00	
Percent Complete	0.00	
Prior Billed	0.00	
Total Billed	0.00	
		Current Billed 0.00
<b>10.5-13 Post-Construction</b>		
Contract Amount	10,000.00	
Percent Complete	0.00	
Prior Billed	0.00	
Total Billed	0.00	
		Current Billed 0.00

	Amount	
<b>10.6-13 Resident Project Representative</b>		
Contract Amount	219,000.00	
Percent Complete	0.00	
Prior Billed	0.00	
Total Billed	0.00	
		Current Billed 0.00
		Subtotal 2,850.00
		Total 2,850.00
		Invoice total <b>2,850.00</b>

**Invoice Summary**

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
<b>10-13 Task Order No. 3 - Phase 2 WW</b>							
<b>10.1-13 Preliminary Design</b>	40,000.00	15.88	3,500.00	6,350.00	33,650.00	84.13	2,850.00
<b>10.2-13 Final Design</b>	69,000.00	0.00	0.00	0.00	69,000.00	100.00	0.00
<b>10.3-13 Bidding and Negotiating</b>	15,200.00	0.00	0.00	0.00	15,200.00	100.00	0.00
<b>10.4-13 Construction</b>	127,000.00	0.00	0.00	0.00	127,000.00	100.00	0.00
<b>10.5-13 Post-Construction</b>	10,000.00	0.00	0.00	0.00	10,000.00	100.00	0.00
<b>10.6-13 Resident Project Representative</b>	219,000.00	0.00	0.00	0.00	219,000.00	100.00	0.00
Subtotal	480,200.00	1.32	3,500.00	6,350.00	473,850.00	98.68	2,850.00
Total	480,200.00	1.32	3,500.00	6,350.00	473,850.00	98.68	2,850.00

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
36990	07/25/2025	1,143.95					1,143.95
37269	08/23/2025	1,658.50					1,658.50
37520	09/25/2025	857.55				857.55	
37886	10/23/2025	5,784.00				5,784.00	
38460	12/18/2025	1,500.00		1,500.00			
38670	01/22/2026	2,850.00	2,850.00				
Total		13,794.00	2,850.00	1,500.00	0.00	6,641.55	2,802.45

Payments are due within 30 days of the invoice date. Invoices that are past-due will incur interest charges. Thank you.

Secure online payment processing for this invoice via ACH or credit card is available at <https://www.billandpay.com/go/greatwesteng>



Harrison Water & Sewer District  
 Attn: Terri McCarty  
 PO Box 24  
 Harrison, MT 59735

Invoice number 38671  
 Date 01/22/2026  
 Project **1-22161 Harrison WSD On-Call**

Professional Services from December 14, 2025 through January 17, 2026

Services on this invoice include grant administration tasks for the phase 2 wastewater system improvements project.

**Task Order No. 3 - Phase 2 WW Grant Administration**

**Phase 2 Grant Administration**

Professional Fees

	Hours	Rate	Billed Amount
Engineer 4			
Austin H. Egan	1.00	187.00	187.00
<i>Funding call</i>			
Certified Grant Writer 2			
Craig R. Erickson	5.00	184.00	920.00
<i>Responded to RFI from funding agency</i>			
<i>Sent CDBG request for funds for Commissioners; phone call with Terri;</i>			
<i>Read project related email; read CDBG grant agreement and sent a copy to District</i>			
<i>Prep for and participate in Madison County Commission meeting.</i>			
<i>Responded to multiple email</i>			
	3.25	191.00	620.75
<i>Phone call with bond counsel</i>			
<i>Preparing draw package for January BOD meeting</i>			
Phase subtotal			<u>1,727.75</u>
Task Order No. 3 - Phase 2 WW Grant Administration subtotal			<u>1,727.75</u>

Invoice total **1,727.75**

**Invoice Summary**

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
62-13 TASK ORDER NO. 3 - PHASE 2 WW GRANT ADMINISTRATION				
62.1-13 PHASE 2 GRANT ADMINISTRATION	55,000.00	18,694.90	20,422.65	1,727.75
Total	55,000.00	18,694.90	20,422.65	1,727.75

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
38132	11/14/2025	688.00			688.00		
38462	12/18/2025	2,474.00		2,474.00			



REMIT PAYMENT TO:  
 250 Helen P Clarke St.  
 Helena, MT 59601  
 Phone: (406) 449-8627

Harrison Water & Sewer District  
 Project 1-22161 Harrison WSD On-Call

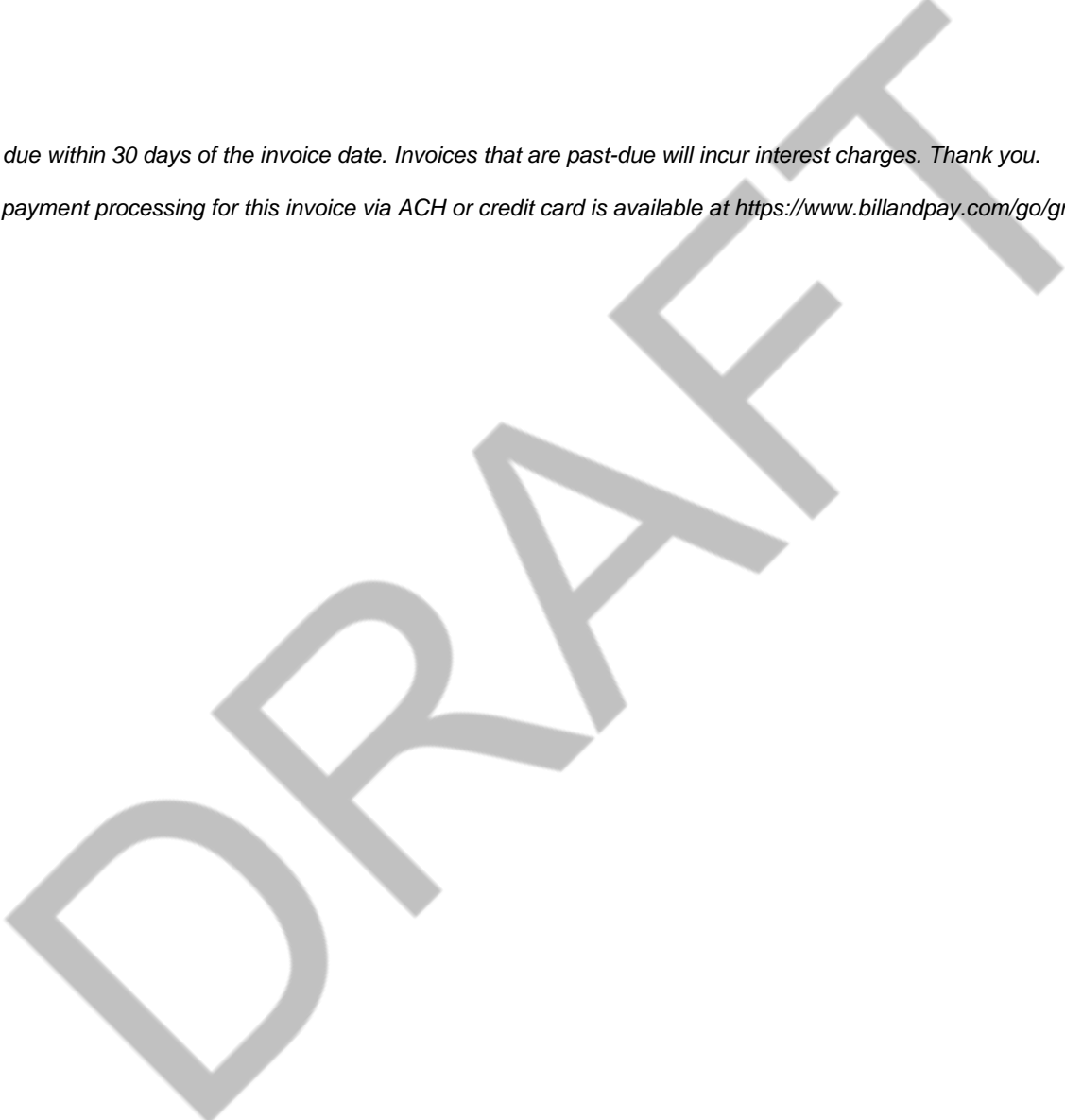
Invoice number 38671  
 Date 01/22/2026

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
38671	01/22/2026	1,727.75	1,727.75				
	Total	4,889.75	1,727.75	2,474.00	688.00	0.00	0.00

*Payments are due within 30 days of the invoice date. Invoices that are past-due will incur interest charges. Thank you.*

*Secure online payment processing for this invoice via ACH or credit card is available at <https://www.billandpay.com/go/greatwesteng>*



UNIFORM INVOICE TRACKING SPREADSHEET FOR: **Madison County Harrison Water anc Phase 2 Wastewater System Improve**

DATE:

Vendor's Name	Invoice Number	Invoice Date	Task Description (match budget)	Total Amount of Invoice	Warrant Number	Date Paid	MCEP	#	DNRC-RRGL	#	CDBG	#	RD-GRANT	#	RD-LOAN	#	District	#	Total Amount Paid This Invoice	Notes on Split or Partial Invoices
Great West Engineering	36990	07/25/25	Grant Admin	\$ 2,287.90	2771	12/10/25	\$ 1,143.95	1			\$ -		\$ -		\$ -		\$ 1,143.95	1	\$ 2,287.90	Grant admin costs are split equally so that each source pays for the work related to that grant's administration.
Great West Engineering	37269	08/23/25	Grant Admin	\$ 3,317.00	2771	12/10/25	\$ 1,658.50	1			\$ -		\$ -		\$ -		\$ 1,658.50	1	\$ 3,317.00	Grant admin costs are split equally so that each source pays for the work related to that grant's administration.
Great West Engineering	37520	09/25/25	Grant Admin	\$ 3,232.00	2771	12/10/25	\$ 1,616.00	1	\$ 758.45	1	\$ -		\$ -		\$ -		\$ 857.55	1	\$ 3,232.00	Grant admin costs are so that the RRG funds pay only for work related to that grant's administration.
Great West Engineering	37886	10/23/25	Preliminary Design	\$ 2,000.00	2777	01/14/26	\$ -		\$ 2,000.00	1	\$ -		\$ -		\$ -		\$ -		\$ 2,000.00	
Great West Engineering	37886	10/23/25	Grant Admin	\$ 5,784.00	2777	01/14/26	\$ 1,664.00	2	\$ 460.00	1	\$ 3,660.00	1	\$ -		\$ -		\$ -		\$ 5,784.00	Grant admin costs are so that the RRG funds pay only for work related to that grant's administration.
Great West Engineering	38132	11/14/25	Grant Admin	\$ 1,600.00	2778	01/14/26	\$ -		\$ 912.00	2	\$ 688.00	1	\$ 0.00		\$ 0.00		\$ -		\$ 1,600.00	Grant admin costs are so that the RRG funds pay only for work related to that grant's administration.
Great West Engineering	38460	12/18/25	Preliminary Design	\$ 1,500.00			\$ -		\$ 1,500.00	3	\$ 0.00		\$ 0.00		\$ 0.00		\$ -		\$ 1,500.00	
Great West Engineering	38460	12/18/25	Grant Admin	\$ 2,474.00			\$ -		\$ -		\$ 2,474.00	2	\$ 0.00		\$ 0.00		\$ -		\$ 2,474.00	
Great West Engineering	38670	01/22/26	Preliminary Design	\$ 2,850.00			\$ -		\$ 2,850.00	4	\$ 0.00		\$ 0.00		\$ 0.00		\$ -		\$ 2,850.00	
Great West Engineering	38671	01/22/26	Grant Admin	\$ 1,727.75			\$ -		\$ 602.75	4	\$ 1,125.00	3	\$ 0.00		\$ 0.00		\$ -		\$ 1,727.75	
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## Amendment One

### Chronic Disease Prevention and Health Promotion Program Subcontractor Agreement Madison County Health Department

#### SECTION 1: PARTIES

This cooperative Agreement is made between Butte-Silver Bow County Health Department, hereinafter referred to as the “Hub” and Madison County Health Department, hereinafter referred to as “Subcontractor,” to assist in providing Montana Tobacco Use Prevention Program (MTUPP) services to the residents of Madison and Beaverhead Counties.

Effective January 1, 2026, this Task Order is amended as follows. Existing language has been struck; amended language underlined.

#### SECTION 2: PURPOSE

The purpose of this Agreement is to commit Madison County Health Department to serve as Subcontractor to:

A. The purpose of the Montana Tobacco Use Prevention Program (MTUPP) community-based program funding is to address the public health crisis caused by the use of all forms of commercial tobacco products in Montana (including cigarettes, spit tobacco, cigars, pipe tobacco, bidis, snuff, and any nicotine delivery devices that are not related to nicotine replacement therapy), thereby reducing the disease, disability, and death related to tobacco use. Through their affiliation with MTUPP, community-based programs join with peers throughout Montana in a comprehensive statewide effort utilizing best practice methodologies to prevent tobacco use among youth and promote quitting among adult users. Key features of effective community-based programs include:

- Building community-level capacity for tobacco prevention work;
- Preventing local youth from beginning a lifetime of addiction to tobacco products;
- Promoting quitting among adults and young people;
- Eliminating exposure to the hazardous effects of secondhand smoke and actively supporting the Montana Clean Indoor Air Act of 2005; and
- Eliminating disparities related to tobacco use and its effects among certain population groups such as women of childbearing age, American Indians, and low-income residents.

The Subcontractor agrees that the community-based program funding will be used

to prevent the abuse of commercial tobacco or tobacco-for-profit products only. The Subcontractor understands, respects, and supports the traditional, ceremonial, and sacred uses of tobacco by Montana's American Indian population. MTUPP's long-term goal is to eliminate disparities related to tobacco use and its effects among certain population groups such as women of childbearing age, American Indians, low-income residents, and individuals with mental health or substance use disorders.

SECTION 3: TERM OF TASK ORDER

- A. The term of this Agreement for the purpose of delivery of services is from upon execution through ~~December 31, 2025~~ June 30, 2026.
- B. Each party, after expiration or termination of this Task Order, remains subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under this Agreement, including but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

SECTION 4: SERVICES TO BE PROVIDED AND SCOPE OF WORK

- A. The Subcontractor agrees to provide the following services:

Deliverable 1

Staffing

Support, develop and implement activities in Capacity Building and Education, Community Programs, Environments, and Worksites.

- (a) Use funds received under this Agreement to hire and/or retain:
  - 1. A minimum professional level staff assigned to conduct interventions in Montana Tobacco Use Prevention Programs as follows: 1.0 FTE for Madison and Beaverhead Counties.

Deliverable 2

Work Plan Submission

- (a) Submit to the Hub, a proposed SFY 2027 one-year work plan, due June 10, 2026, to further implement MTUPP activities during the period July 1, 2026 through June 30, 2027. Use the work plan template to be provided by DPHHS and enter the SFY27 work plan into the Catalyst online reporting system. The work plan will be final once it has been approved by DPHHS.

Deliverable 3            Training and Technical Assistance

- (a) Assigned staff under Deliverable 1 will participate with the Department in telephone consultations, program orientations, on-site visits, contractor meetings, and training and program evaluations according to the schedule provided by the Department.
- (b) Funds for travel to required meetings and trainings for MCCP and MTUPP are included in this Task Order. When funding permits, MTUPP may cover partial or full travel costs.
- (c) Communicate questions, delays, challenges, and suggestions to the Department's liaison identified below.
- (d) All new staff will complete the new employee orientation, offered by the Department, within three (3) months of hire date.
- (e) All Tobacco Education Specialists (TES) will be required to attend an in-person MTUPP meeting; date and location to be determined.
- (f) All Tobacco Education Specialists (TES) will be required to attend at least two (2) Policy Office Hours and all Policy Office Hours during Montana's biannual legislative session.
- (g) MTUPP holds in-person new Tobacco Education Specialist (TES) Trainings once per year. All newly hired TES will be required to attend this training, which is held in Helena.

Deliverable 4            Data Collection, Reporting and Communication

Communicate with and report to the Chronic Disease Prevention and Health Promotion (CDPHP) Bureau programs according to the guidelines, policies and procedures outlined in the CDPHP Work Plan and Catalyst manual

- (a) Using the reports provided in Catalyst, the Montana Cancer Control Programs' Site Data System, Chronic Disease Online Database System (includes the Arthritis, Asthma, and Falls Prevention), submit quarterly progress reports to the Department, documenting completed activities laid out in the Contractor's Department-approved SFY 2026 work plan. Submit documentation of supplemental program resources received

through in-kind contributions, monetary contributions, and earned media. The quarterly report schedule is:

1. July 1 through September 30, 2025, due October 10, 2025;
2. October 1 through December 31, 2025, due January 10, 2026;
3. January 1 through March 31, 2026, due April 10, 2026; and
4. April 1 through June 30, 2026, due July 10, 2026.

Refer to Catalyst Quarterly Report Worksheet to be provided by the Hub for guidance reporting in Catalyst.

- (b) All subcontractors will complete surveys that are sent out by the Hub or DPHHS.

Deliverable 5 Subcontractor Administrative Responsibilities

- (a) Sub-contract with counties in designated multi-county area for the Fulfillment of task order deliverables.
- (b) Communicate with sub-contractors, at least quarterly, throughout the year for the implementation of deliverables.
  1. All communication between regional partners will be tracked and reported quarterly in Catalyst.
- (c) Convene at least one (1) annual regional meeting with sub-contractors to develop coordinated work plan for the upcoming fiscal year.
- (d) Enter work plan in online reporting system(s).
- (e) Ensure completed quarterly reports through reporting systems and submit quarterly invoice.
- (f) Provide the Department with timely updates on changes in personnel and contact information.
- (g) Distribute designated funds to subcontractors in accordance with payment schedule listed in Attachment B below.
- (h) Communicate with Department liaison quarterly, regarding implementation of coordinated work plan.

Deliverable 6 Montana Tobacco Use Prevention Program

(a) Education of Decision Makers

Work with and/or through the Lead Local Public/Tribal Health Official or Public Health Officer to make personal contact, by phone or in-person, with relevant local elected officials and legislative decision makers (such as senators and house representatives, mayor, county attorney, county commissioners, city commissioners, Board of Health, and/or tribal leaders) to promote and educate each about MTUPP and the burden of commercial tobacco product use, solicit their thoughts, and answer any questions they have.

(b) Conduct outreach and/or deliver education to vulnerable populations to reduce health disparities. Vulnerable population audience may include, but is not limited to, Medicaid or public assistance recipients, pregnant women, veterans, behavioral health clients and/or American Indians. Contractors may address additional specific populations other than those listed.

(c) Engage Community Stakeholders

Engage community stakeholders in tobacco use prevention education and outreach. Stakeholders are people interested in supporting the mission of reducing commercial tobacco use in your community. Stakeholders can include, but are not limited to parents, grandparents, teachers, principals, coaches, youth leaders, faith leaders, business owners, physicians, and nurses.

(d) ReACT Projects/Youth Events

Contractor will engage schools or youth clubs to provide and promote ReACT activities and media about tobacco prevention and cessation efforts. If the Contractor is also a ReACT advisor, then their ReACT coalition must be registered on the ReACT website.

(e) Public/Private K-12

Contractor will meet with school personnel and parents/guardians to advance nicotine product education and awareness of quit resources (i.e., My Life, My Quit™).

(f) Mass Media

1. Provide and Track Paid and Earned Media

Contractor will provide and track paid tobacco use prevention media each quarter (includes paid radio ads, TV ads, purchased news ads, billboards, paid digital media, etc.).

Contractor will provide and track no-cost tobacco use prevention media (news stories or PSAs on TV or radio, letters to the editor from coalition members, social media, and/or outside-sponsored media).

(g) Tobacco Education

1. Educate local schools, youth clubs, community coalitions, and local leaders on tobacco marketing, secondhand smoke, nicotine addiction, tobacco harms, and effective tobacco control strategies.
2. Integrate education on the tobacco industry's predatory marketing tactics, which can include flavors, placement, price, packaging, and promotion, as well as evidence-based strategies to reduce initiation of tobacco product use into required activities.

(h) Quit Line Services

1. Contractor will conduct outreach, in person or over the phone, to health care providers with the goal of increasing referrals to Quit Now Montana. Health care providers can include, but are not limited to primary care offices, pediatricians, pharmacists, nurses, physician assistants, behavioral health providers, obstetricians, and dentists.
2. Contractor will provide materials and education on all Quit Now Montana specialized programs, including the American Indian Commercial Tobacco Quit Line, Quit Now Montana Pregnancy Program, and My Life, My Quit. Contractor will mention Quit Now Montana in publications and all presentations.
3. During outreach, contractor will educate on screening for tobacco product use, brief cessation interventions, billing codes, continuing education credits, and referral mechanisms to Quit Now Montana.

(i) Montana Clean Indoor Air Act (CIAA)

1. Contractor will provide public notice/published education that includes information on secondhand smoke and processes available to report a violation of MT CIAA.
2. Contractor will supply businesses with materials regarding CIAA or smokefree signage.
3. Contractor will continue to monitor CIAA compliance and Clean Air Reporting System (CARS) complaints, will follow local protocol for enforcement with documentation in CARS. All CIAA complaints must be addressed within a week of receiving the complaint. If this is not possible, contractor must immediately contact Policy Program Officer.
4. Contractor will implement the new law adding e-cigarettes to the CIAA by educating the public, businesses, decision makers, and community champions. Identify and engage with businesses to educate on the updated law, and provide new signage and compliance guidance.
5. If a local CIAA Enforcement Team and local protocol has not been established, a plan must be developed and submitted to the Department liaison. This CIAA Enforcement Team must be active in every county that receives tobacco prevention funds.
6. Contractor will inform CDPHP when CIAA enforcement challenges arise.

(j) Smokefree Housing Resource

1. Contractor will be available and promote themselves as a resource to housing providers and residents needing assistance with smokefree housing policies or concerns. Contractor will identify themselves as a smokefree resource to new multi-unit housing facilities built within their region. Contractor will provide smokefree housing signage, lease addendums, materials, and other support when requested.

2. When applicable, contractor will submit updated or new smokefree multi-unit housing policies to MTUPP via the “Smokefree Housing Form.”

- (k) Contractor has the option to educate the public on one of the following policy options: (A) expanding the local smokefree protections; (B) advancing tobacco- free/smokefree facilities; or C) implementing tobacco-free parks and events. The contractor may educate the community on the benefits of smokefree and tobacco- free spaces and provide technical assistance during introduction, implementation, and enforcement of a policy.

Deliverable 7                      Breast & Cervical Cancer Screening Services

Collaborate with HUB, statewide partners and the MCCP state office to coordinate enrollment and screening activities with the Urban Indian Health clinic, the IHS Service Unit and/or the Tribal Health facility in the multi- county area to assist American Indian men and women living on and off reservations to access MCCP services

Deliverable 8                      Montana Arthritis and Falls Prevention Program Community Based- Intervention- contingent on federal funding.

Collaborate with and support Hub when applicable to implement Montana Arthritis and Falls Prevention Program in the multicounty region.

Deliverable 9                      Montana Asthma Home Visiting Program

MAP is available in Anaconda Deer Lodge County. This deliverable is not applicable to Madison and Beaverhead counties.

- B. Time is of the essence under this Agreement. Uninterrupted and continuous delivery of the contracted goods and services is required. The Subcontractor agrees:

1. To use funds from this Agreement solely to provide the services described in this Agreement.
2. To fully participate in site visits, meetings, webinars, or conference calls that DPHHS staff, or Hub, make to the Subcontractor’s multi-county area.

DPHHS or Hub will conduct at least one (1) site visit to evaluate the Subcontractor's work, determine progress, and/or provide technical training or assistance, and additional phone visits or in person visits as needed.

3. That funds received under this Agreement may not be used for:

- (a) any activity that involves, or may lead to involvement in, endorsement of the nomination and/or election of a political candidate, the passage of legislation or of a ballot issue, or political support or opposition in connection with a political committee or political activity;
- (b) activities outside the approved Annual Work Plan or not otherwise specified in the Agreement;
- (c) replacing or supplant existing activities;
- (d) out-of-state travel - except with prior written approval from DPHHS;
- (e) construction or remodeling;
- (f) equipment and computer hardware and/or printers - prior written approval is required from DPHHS before purchasing with these funds.
- (g) collaboration with tobacco industry sponsored or tobacco industry subsidiary sponsored activities/events/funding;
- (h) paying for pharmacological aids for the treatment of nicotine dependence, such as nicotine gum, patches, or prescription drugs;
- (i) individual behavioral change activities such as cessation classes;
- (j) providing regular tobacco prevention curriculum instruction in K-12 and higher education classroom or school settings except with prior written approval from MTUPP;
- (k) paying for vape detectors, drug tests, drug dogs, cameras, or other surveillance activities that could result in punitive action being taken against the individual addicted to nicotine;
- (l) paying tobacco users to quit using;
- (m) cash incentives for participation in community or youth coalitions or coalition activities.

4. Materials developed under this Agreement will remain the property of DPHHS. The Subcontractor will be granted a non-exclusive, royalty-free right to use all materials developed for educational and research uses.

C. This is a performance-based Agreement; therefore:

- 1. Funding/payments to the Subcontractor will be partly based upon the review and approval of the deliverables mentioned above.

- a. Funds will be released upon the review and approval of each deliverable due on or before the following dates: October 10, 2025 ~~and~~ January, 10, 2026, April 10, 2026, and July 10, 2026.
  2. Payment for activities outside of the scope of services will not be made.
- D. The Hub agrees to:
1. Provide training, technical assistance, and consultation necessary for the performance of services described in A and B above.
  2. Consult with the Subcontractor, upon the Subcontractor's request, concerning the subject matter of this Agreement.
  3. Provide the Subcontractor with program guidance in the areas of planning and developing asthma control activities, cancer control activities, tobacco use prevention activities, chronic disease management, diabetes activities, program administration, establishing goals and objectives, policy development and media relations, and provide ready access to the Hub's liaison listed in Section 10.
  4. Be readily accessible to the Subcontractor to discuss program issues through on-site meetings, phone, email, webinars, and fax as necessary to enable the Subcontractor to complete task order requirements.
  5. Review the Subcontractor's proposed work plan and amendments for compliance with DPHHS guidance and negotiate revisions as needed.
  6. Provide a toll-free fax line with which the Contractor may communicate with the Department.
  7. Provide telephone and web meetings related to Chronic Disease Prevention and Health Promotion operations at the Department's expense.
  8. Provide notice at least 30 days prior to any meeting or training workshop which the Subcontractor is required to attend and for which travel is necessary.
  9. Provide formats and guidelines for all reports required a minimum of 30 days prior to the required due date.
  10. Provide the Subcontractor with access to tobacco use prevention-related materials and data available within DPHHS subject to the confidentiality limitations of DPHHS.

11. Interpret State laws and rules relating to tobacco use prevention issues, as well as provide updates on changes to federal and state laws, rules, and regulations.
12. Whenever input, review, and changes to the Subcontractor's work plan or reporting are required for approval by DPHHS, as a condition of this Agreement, provide it within seven business (7) days to the Subcontractor.

SECTION 5:           CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS

- A. In consideration of the services provided through this Agreement, the Hub will pay the Subcontractor up to a maximum of ~~\$34,775~~ \$82,550 as follows:
  1. The total task order amount includes funds for health educators and staff at the discretion of the Contractor to attend up to two (2) annual in-person Contractor meetings and any needed orientations and trainings for MCCP and MTUPP.
- B. Payments will be made according to the following schedule. The Hub will provide the invoice template.
  1. Up to \$17,387.50 upon receipt and approval of each quarterly progress report uploaded to Catalyst, Chronic Disease Online Database and approved by the HUB liaison due October 10, 2025. Payments could be withheld if required reports are not received by the due date.
  2. Up to \$17,387.50 upon receipt and approval of each quarterly progress report uploaded to Catalyst and approved by DPHHS due January 10, 2026. Payments could be withheld if required reports are not received by the due date.
  3. Up to \$23,887.50 upon receipt and approval of each quarterly progress report uploaded to Catalyst and approved by DPHHS due April 10, 2026. Payments could be withheld if required reports are not received by the due date.
  4. Up to \$23,887.50 upon receipt and approval of each quarterly progress report uploaded to Catalyst and approved by DPHHS due July 10, 2026. Payments could be withheld if required reports are not received by the due date.

Madison (Tobacco): Payment 1, Payment 2	\$ 8,693.75
Madison (Tobacco for Beaverhead County): Payment 1, Payment 2	\$ 8,693.75

<u>Madison (Tobacco): Payment 3, Payment 4</u>	<u>\$11,943.75</u>
<u>Madison (Tobacco for Beaverhead County): Payment 3, Payment 4</u>	<u>\$11,943.75</u>

3. The Hub will email the Subcontractor's quarterly invoice template to the liaison for verification. The Subcontractor will return the signed invoice to the Hub liaison for review and approval before processing.

- C. In-state travel charges or rates should be in accordance with the Subcontractor's rates of reimbursement for its own employees; however, the use of Montana State rates is encouraged. For rates, please see <http://doa.mt.gov/doatravel/default.mcp.x>. Costs associated with all travel required under this Task Order must be paid by the Contractor from funds received through this Task Order.
- D. All invoices must be received no later than 30 days following the Agreement end date of ~~12/31/25~~ 06/30/26. Invoices received after 60 days will not be paid by the Hub.
- E. The completion date of performance for purposes of issuance of final payment for services is the date upon which the Subcontractor submits to the Hub such final reports as are required under this Agreement and are satisfactory in form and content as determined by DPHHS.

#### SECTION 6: SOURCE OF FUNDS AND FUNDING CONDITIONS

##### A: Sources of Funding

The sources of funding for this Agreement period are from the Montana Tobacco Master Settlement Account and from a cooperative agreement from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), A.L.N./C.F.D.A. 93.898.

##### B. Adjustments to Consideration

The Hub may adjust the consideration provided to the Subcontractor under this Agreement on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Subcontractor's delivery of services.

##### C. Other Programs as Payers for Services – Non-duplication of Payment

The Subcontractor may not seek compensation from monies payable through this Agreement for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

D. Any out-of-state travel should be in accordance with the Subcontractor's rates of reimbursement for its own employees and must receive prior written approval from DPHHS and Hub liaisons before occurring.

a. For out-of-state travel, prior approval must be obtained in writing from the DPHHS liaison and a justification for the travel and the benefit to DPHHS's specific program listed in this task order must be included before reimbursement for travel costs will be allowed. Approval will be based on the availability of funding and program benefits.

E. Administrative or indirect costs cannot exceed 10% of the total direct costs of the Agreement.

F. Withholding for Failure to Perform

DPHHS may withhold payment at any time during the term of the Agreement and may withhold final payments under the Agreement if the Subcontractor is failing to perform its duties and responsibilities in accordance with the terms of this Agreement. DPHHS will give the Subcontractor written notice via the Hub of both the amount of withheld and of the basis for the withholding of payment.

G. Erroneous and Improper Payments

The Subcontractor may not retain any monies the Hub pays in error or which the Subcontractor, its employees, or its agents improperly receive. Any monies the Subcontractor receives in error are a debt the Subcontractor owes to the DPHHS or Hub. The Subcontractor must immediately notify the Hub if it determines a payment may be erroneous or improper and must return that payment within 30 days of the Hub requesting its return. If the Subcontractor fails to return to the Hub any erroneous or improper payment, the Hub may recover such payment by any methods available under law or through this Agreement, including deduction of the payment amount from any future payments to be made to the Subcontractor.

H. The Hub, in consultation with, DPHHS may terminate at any time the whole or any part of this Agreement or modify the terms of the Agreement if federal or state funding for the Agreement is reduced or terminated for any reason. Modification of the Agreement includes but is not limited to reduction of the rates or amounts of consideration or the alteration of the manner of the performance in order to reduce expenditures under the Agreement.

## SECTION 7: TERMINATION

Either party may terminate this Agreement in accordance with the Master Contract.

SECTION 8: LIAISON AND SERVICE OF NOTICES

- A. Taylor Pesanti, or her successor, will be the liaison for the Hub. Her contact information is as follows:

Taylor Pesanti, MPH, MPA, Health Services Division Manager  
Butte-Silver Bow City-County Health Department  
25 W Front St  
Butte, MT 59701  
(406) 497-5078 – phone  
(406) 497-5095 – fax  
[tpesanti@bsb.mt.gov](mailto:tpesanti@bsb.mt.gov)

- B. Emilie Saylor or her successor will be the liaison for the Subcontractor. Her contact information is as follows:

Emilie Saylor, MPH, MPA, Director  
Madison County Health Department  
**Mailing Address:**  
PO Box 278  
Virginia City MT 59755  
**Physical Address:**  
401 S Main Street  
Sheridan, MT 59739  
(406) 843-4295 – phone  
(406) 843-5231 – fax  
[esaylor@madisoncountymt.gov](mailto:esaylor@madisoncountymt.gov)

These referenced liaisons serve as the primary contacts between the parties regarding the performance of the Agreement. The Hub's liaison and Subcontractor's liaison may be changed by written notice to the other party.

- C. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Agreement.

SECTION 9: FEDERAL REQUIREMENTS

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

laws and reporting requirements.

#### SECTION 10: DEPARTMENT GUIDANCE

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

#### SECTION 11: INFORMAL DISPUTE RESOLUTION PROCEDURES

In addition to the Choice of Law and Remedies in the Master Contract, the Contractor may provide written request for resolution about any disagreement about the Task Order to the Deputy Director, Kim Aiken, Phone Number (406) 444-5622, Fax Number (406) 444-1970, [Kim.Aiken@mt.gov](mailto:Kim.Aiken@mt.gov) with a copy to Director Charles T. Brereton, Phone Number (406) 444-5622, Fax Number (406) 444-1970, [Charles.brereton@mt.gov](mailto:Charles.brereton@mt.gov).

#### SECTION 12: PUBLIC INFORMATION AND DISCLAIMERS

- A. The Subcontractor may not access or use personal, confidential, or privileged information obtained through the Hub, its agents and contractor, unless the Subcontractor does so:
1. in conformity with governing legal authorities and policies;
  2. with the permission of the persons or entities from whom the information is to be obtained; and
  3. with the review and approval by DPHHS prior to use, publication, or release.

Privileged information includes information and data DPHHS, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Hub contracts to engage in activities related to the purposes of this Agreement.

- B. The Subcontractor may not use monies under this Agreement to pay for media, publicity or advertising that in any way associates the services or performance of the Subcontractor or the Hub under this Agreement with any

specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.

- C. The Subcontractor must inform any people to whom it provides consultation or training services under this Agreement that any opinions expressed do not necessarily represent the position of DPHHS. When using non-federal funds from this Agreement, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Agreement prepared and released by the Subcontractor must include the statement:

*“This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department.”*

- D. The Subcontractor must state the percentage and the monetary amount of the total program or project costs of this Agreement funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Agreement.

*“For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, “Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010”, Pub. L. No. 111-117, and in H.R. 1473, “Department” Of Defense and Full-Year Continuing Appropriations Act, 2011”, Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments.”*

- E. When using federal funds from this Agreement, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Agreement prepared and released by the Subcontractor must include the following statement or its equivalent and must be approved by the DPHHS liaison, prior to use, publication and release.

*“This project is funded in part AND/OR in whole by grant number(s) (to be*

*provided by the Department at time of review) from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services and from the Montana Department of Public Health and Human Services. The contents herein do not necessarily reflect the official views and policies of the U.S. Department of Health and Human Services or the Montana Department of Public Health and Human Services.”*

- F. Before the Subcontractor uses, publishes, releases or distributes them to the public or to local and state programs, DPHHS must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Subcontractor or its agents produce with task order monies to describe and promote services provided through this Agreement.

**SECTION 13: SCOPE OF TASK ORDER**

This Agreement consists of ~~19~~18 numbered pages.

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

**SECTION 14: AUTHORITY TO EXECUTE**

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

**BUTTE-SILVER BOW CITY-COUNTY SIGNATURE BLOCK:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Karen Maloughney, Health Officer  
Butte-Silver Bow Health Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ivy Fredrickson, JD – Chairwoman  
Butte-Silver Bow Board of Health

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first written below.

**CITY-COUNTY**

\_\_\_\_\_  
J.P. GALLAGHER  
CHIEF EXECUTIVE

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

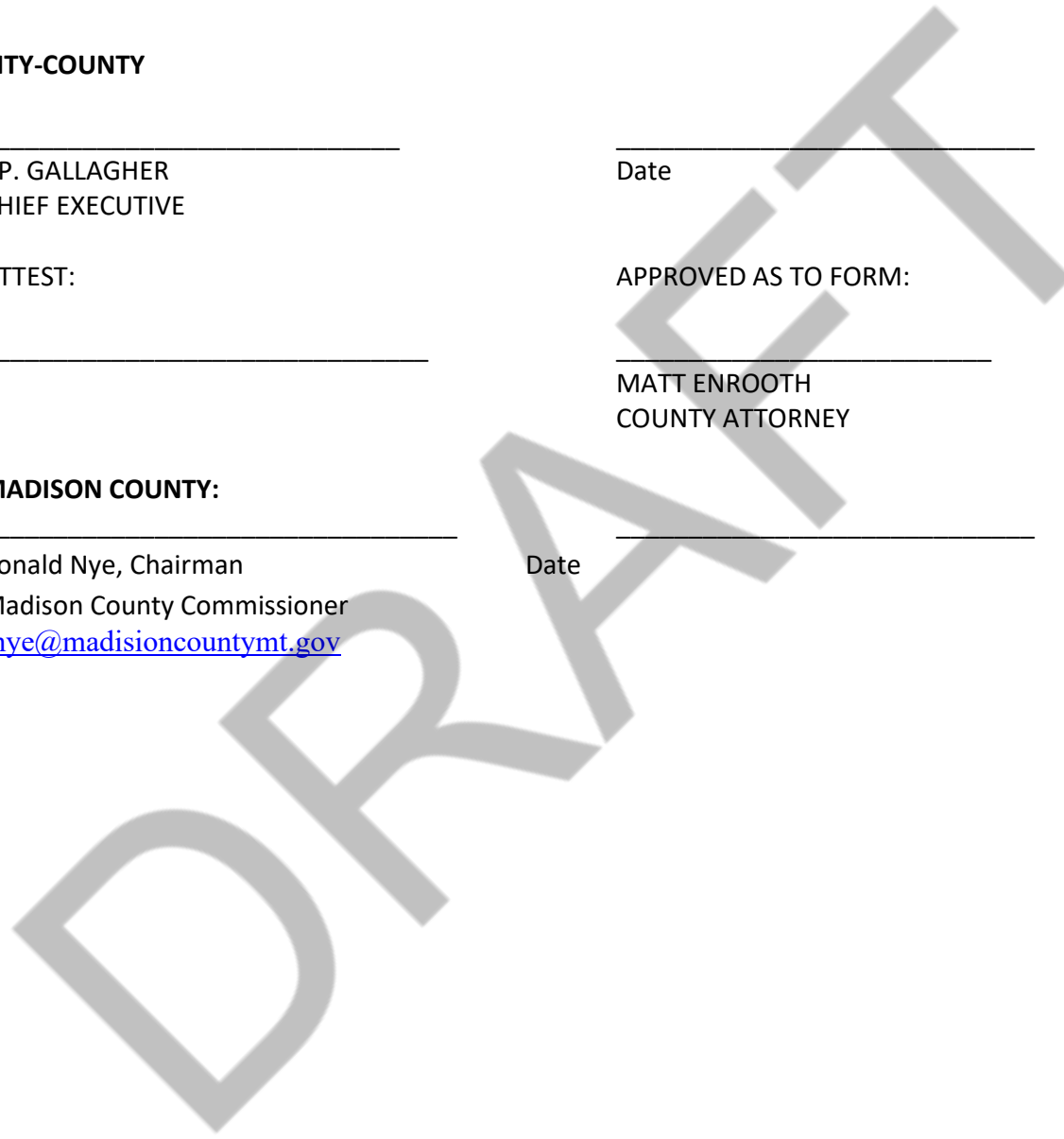
\_\_\_\_\_

\_\_\_\_\_  
MATT ENROOTH  
COUNTY ATTORNEY

**MADISON COUNTY:**

\_\_\_\_\_  
Ronald Nye, Chairman  
Madison County Commissioner  
[mye@madisoncountymt.gov](mailto:mye@madisoncountymt.gov)

\_\_\_\_\_  
Date



**TASK ORDER HHS-ECFS-00000735**

**TO THE MASTER CONTRACT  
EFFECTIVE JULY 1, 2019 TO JUNE 30, 2026  
BETWEEN THE STATE OF MONTANA,  
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
AND MADISON COUNTY**

**TITLE V MATERNAL AND CHILD HEALTH BLOCK GRANT PROGRAM**

**SECTION 1. PARTIES**

This Task Order is entered into between the Montana Department of Public Health and Human Services, ("Department"), 1625 11<sup>th</sup> Ave., Helena, Montana, 59601, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and **Madison County Public Health Department**, a division of Madison County ("Contractor"), whose contact information is as follows: Federal Tax ID 81-6001389 UEI Number LGFCBDEFV3Q7 PO Box 278, 7 Placer Loop Virginia City, MT 59755, and Phone Number 406-843-4295 respectively (collectively, the "Parties").

**THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:**

**SECTION 2. PURPOSE**

The purpose of this Task Order is to provide maternal and child health services, as described in the Contractor's June 2024 Pre-Contract Survey for the Title V Maternal and Child Health Block Grant (MCHBG), for the timeframe of October 1, 2025, to September 30, 2026, and as outlined in Attachment A: Scope of Work to be provided for all residents of Madison County.

**SECTION 3. TERM OF TASK ORDER**

- A. The term of this Task Order for the purpose of delivery of services is from October 1, 2025, through September 30, 2026. This Task Order and any renewals, may not exceed a total of seven (7) years.
- B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

**SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK**

- A. The Contractor agrees to provide the following services: See Attachment A: Scope of Work.
- B. The Department agrees to do the following: Provide the Contractor with statistical data reports, technical assistance and consultation concerning the services required by this Task Order, to the extent the Department's resources allow.

- C. Nondiscrimination Against Firearms Entities/Trade Associations. Contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with HB 356, Ch. 193, Mont. L. 2023.

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

- A. In consideration of the services provided through this Task Order, the Department will pay the Contractor a total of \$5,852.00 as follows, using DPHHS Invoice Number 26-25-5-01-028-0:

The Department will pay the Contractor the following for the MCHBG and Fetal, Infant, Child, and Maternal Mortality Review Program (FICMMR) Services outlined in this task order contingent upon the receipt and approval of the required reports and deliverables as outlined below and, in the Attachments, and Appendixes. Failure to fulfill a deliverable requirement will result in a pro-rated deduction, based on the Contractor's annual funding amount divided by the annual number of deliverables.

Submitting these reports in a timely manner is important and connected to reporting required from the Department by the Health Resources and Services Administration.

\$1,170.40 as soon as possible after January 15, 2026, for the provision of MCHBG services and the following required reports and deliverables have been received by the due date and approved by the Department Liaison or State FICMMR Program Coordinator as appropriate:

1. Due by October 1, 2025: From counties with an annual allocation amount greater than \$50,000.00, a budget on the form requested by the department (Appendix D), for the 10/1/25 to 9/30/26 time-period.
2. Due by October 15, 2025: Each county must submit either: 1) an updated FICMMR Operational Plan (for counties with their own FICMMR Review Team); or, 2) an updated county to county Memorandum of Agreement (for counties utilizing another county's FICMMR Review Team).
3. Due by November 1, 2025: All calendar year 2024 Fetal, Infant, and Child reviews must be entered into the Child Death Review System.

- B. \$1,170.40 as soon as possible after April 15, 2026, for the provision of MCHBG services and the following required report has been received by the due date and approved by the Department Liaison:

1. Due by April 15, 2026: The 1<sup>st</sup> MCHBG Semi-Annual Report (Appendix C), for the 10/1/25 to 3/31/26 time-period.

- C. \$1,170.40 as soon as possible after July 15, 2026, for the provision of MCHBG services and the following required reports and deliverables have been received by the due date and approved by the Department Liaison or FICMMR Program Coordinator as appropriate:

1. Due by June 15, 2026: Completion of MCHBG Pre-Contract Survey
2. Attendance by the Contractor's MCHBG Coordinator or Contract Liaison to the required annual MCHBG training;

- D. \$1,170.40 as soon as possible after October 15, 2026, for the provision of Title V MCHBG services and the following required reports and deliverables have been received by the due date and approved by the Department Liaison or FICMMR Program Coordinator as appropriate:
1. Due by October 15, 2026: The 2<sup>nd</sup> MCHBG Semi-Annual Report (Appendix C), for the 4/1/26 to 9/30/26 time-period;
  2. Due by October 15, 2026: The FICMMR Injury Prevention Activity Report (Appendix C);
  3. Attendance by the Contractor's FICMMR Leader to the two required FICMMR training calls during federal fiscal year 2026.
- E. \$1,170.40 as soon as possible after November 15, 2026, for the provision of MCHBG services and the following required reports and deliverables for October 1, 2025, to September 30, 2026, have been received by the due date and approved by the Department Liaison or FICMMR Program Coordinator as appropriate:
1. Due by November 15, 2026: The MCHBG Compliance and Activities Report (Appendix A)
  2. Due by November 15, 2026: The MCHBG Financial and Data Report (Appendix B)
  3. Due by November 15, 2026: A summary of the results from the Contractor's Client Surveys.
  4. Due by November 15, 2026: From counties with an annual allocation amount greater than \$50,000, actual spent on the budget form requested by the department (Appendix D), for the 10/1/25 to 9/30/26 time-period.
- F. The completion date of performance for purposes of issuance of final payment for services is the date upon which the Contractor submits to the Department such final reports as are required under this Task Order and are satisfactory in form and content as determined by the Department.

**SECTION 6. ADVANCED PAYMENTS, RESERVED**

**SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS**

- A. The sources of the funding for this Task Order are 100% from Maternal Child Health Block Grant (CFDA # 93.994).
- B. Contractor receipt of their MCHBG allocation under this task order is contingent upon submission of all previous years' required reports as indicated in the Contractor's FFY 2025 MCHBG Task Order.
- C. Requests for an extension of time to submit deliverables or reports past their due date must be made in writing to the Department's Liaison before the due date. The request must include the compelling reason the original due date could not be met. An extension due date will be set by mutual agreement between the Department and Contractor liaisons. If no request for an extension is made before the original due date, or if the extension due date is not met, the payment associated with that deliverable or report is forfeited.
- D. If the Contractor does not completely expend by December 31, 2026, all of the funds received pursuant to Section 5 for performance of this task order, the Contractor agrees to refund the balance of those funds to the Department by January 15, 2027.
- E. In providing the services under this task order, the Contractor agrees that it will expend from non-federal Contractor resources \$3 for every \$4 of the MCHBG funds referred to in Section 5

and expended in performance of this task order. For purposes of this task order, non-federal Contractor resources do not include state general funds for which the Contractor is a recipient. Therefore, the Contractor may not include state general funds the Contractor receives as "contractor match" for purposes of this section. The Contractor must ensure that any program income (e.g., income from fees, or any interest or other investment income earned on funds advanced to the Contractor under this task order) accruing to the Contractor from activities funded, in whole or in part, under this task order is used only for the allowable program costs described in this task order.

- F. The Contractor is responsible for the establishment and implementation of policies and procedures for charging, billing, and collecting funds for the allowable services provided under this task order. Billing and collection procedures must have the following characteristics:
1. Charges are based on a cost analysis of all services provided. Where applicable, bills are given directly to the client or to another payment source such as Medicaid, Medicare, or private insurance.
  2. Clients whose documented income is at or below the income levels established in Attachment A: Scope of Work A (9) may not be billed, although third parties must be billed who are legally obligated to pay for the services.
  3. Bills to third parties must show total charges without applying any discounts or adjustments based upon the fee schedule established by the Contractor pursuant to Attachment A: Scope of Work Section A (10).
  4. Bills to clients must show total charges, less any discounts or adjustments, based upon the fee schedule established by the Contractor pursuant to Attachment A: Scope of Work A (10).
  5. Bills for minors obtaining confidential services must be based on the resources of the minor.
  6. Reasonable efforts to collect bills include mailing of bills when client confidentiality is not jeopardized.
  7. A method of the aging of outstanding accounts must be established.
  8. Clients must not be denied services because of the inability to pay.

## **SECTION 8. CFR 200 REQUIREMENTS**

The following information may be required pursuant to 2 CFR 200:

- (1) Federal award identification. 6 B04MC54559-01-05
  - (i) Subrecipient's name (must match the name associated with its unique entity identifier);  
Madison County Public Health Department
  - (ii) Subrecipient's unique entity identifier; LGFCBDEFV3Q7
  - (iii) Federal Award Identification Number (FAIN); B0454559
  - (iv) Federal Award Date; 08/19/2025
  - (v) Subaward Period of Performance Start and End Date; 10/01/2024 – 09/30/2026
  - (vi) Subaward Budget Period Start and End Date; 10/01/2024 – 09/30/2026
  - (vii) Amount of Federal Funds Obligated in the subaward; \$5,852.00
  - (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation; \$2,374,336.00
  - (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity; \$2,374,336.00

(x) Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA); Maternal and Child Health Services

(xi) Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity; HRSA; MT DPHHS-ECFS Division; (866) 239-0458

(xii) Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement; Maternal and Child Health Services Block Grant to the States; 93.994; \$2,374,336.00

(xiii) Identification of whether the Federal award is for research and development; No

(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with § 200.414). NA

## **SECTION 9. TERMINATION**

Either party may terminate this Task Order in accordance with the Master Contract.

## **SECTION 10. LIAISON AND SERVICE OF NOTICES**

A. Alison Mutz, or their successor, will be the liaison for the Department. Contact information is as follows:

MCHBG Contract Liaison / Program Specialist

Alison Mutz  
1625 11<sup>th</sup> Ave  
Helena, MT 59601  
(406) 444-0276  
alison.mutz@mt.gov

Madison Diederichs, or their successor, will be the FICMMR liaison for the Department. Contact information is as follows:

FICMMR Program Specialist

Madison Diederichs  
1625 11<sup>th</sup> Ave  
Helena, MT 59601  
(406) 444-4131  
madison.diederichs@mt.gov

Emilie Sayler or their successor will be the liaison for the Contractor. Contact information is as follows:

Emilie Sayler Madison County  
PO Box 278, 7 Placer Loop  
Virginia City, MT 59755  
406-843-4295  
esayler@madisoncountymt.gov

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

- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Task Order.

## **SECTION 11. FEDERAL REQUIREMENTS**

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

## **SECTION 12. DEPARTMENT GUIDANCE**

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

## **SECTION 13. INFORMAL DISPUTE RESOLUTION PROCEDURES**

In addition to the Choice of Law and Remedies in the Master Contract, the Contractor may provide written request for resolution about any disagreement about the Task Order to the Branch Manager, Mandi Zanto, Phone Number (406) 444-4119, mzanto@mt.gov with a copy to Director Charles T. Brereton, Phone Number (406) 444-5623, Fax Number (406) 444-1970, charles.brereton@mt.gov.

## **SECTION 14. PUBLIC INFORMATION AND DISCLAIMERS**

- A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:
1. in conformity with governing legal authorities and policies;
  2. with the permission of the persons or entities from whom the information is to be obtained; and
  3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Department contracts to engage in activities related to the purposes of this Task Order.

- B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Task Order with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.

- C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the statement:

*“This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department.”*

- D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Task Order funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Task Order.

*“For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, “Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010”, Pub. L. No. 111-117, and in H.R. 1473, “Department” Of Defense And Full-Year Continuing Appropriations Act, 2011”, Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments.”*

- E. When using federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the following statement or its equivalent and must be approved by the Department liaison, prior to use, publication and release.

*“This project is funded in whole by a grant from the Health Resources and Services Administration of the U.S. Department of Health and Human Services and from the Montana Department of Public Health and Human Services. The contents herein do not necessarily reflect the official views and policies of the U.S. Department of Health and Human Services or the Montana Department of Public Health and Human Services.”*

- F. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with task order monies to describe and promote services provided through this Task Order.

## **SECTION 15. SCOPE OF TASK ORDER**

This Task Order consists of nine (9) numbered pages and the following Attachments:

Attachment A: Scope of Work  
 Attachment B: Federal and State Law Requirements  
 Attachment C: Annual Assurances  
 Attachment D: Annual FFATA Forms

Appendix A: 2026 MCHBG Compliance and Activities Report  
 Appendix B: 2026 MCHBG Annual Financial and Data Report  
 Appendix C: 2026 MCHBG Semi-Annual County Progress Report  
 Appendix D: Budget Form-Large Population Counties FFY26 Draft

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

## **SECTION 16. TRANSITION ASSISTANCE**

Supplement to current Master Contract:

If this Task Order is not renewed at the end of this term, if the Task Order is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Task Order or particular work under this Task Order. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Task Order, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Task Order rates. If State terminates a project or this Task Order for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

### **OWNERSHIP OF DATA:**

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Task Order or information provided to the Contractor, both in hard-copy form and as may embodied on any recording and storage media, is deemed Department property and, upon request at the termination or expiration of this Task Order, shall be delivered to the Department.

## **SECTION 17. AUTHORITY TO EXECUTE**

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

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order on the dates set out below:

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

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Tracy Moseman, ECFS Division Administrator

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Charles T. Brereton, Director

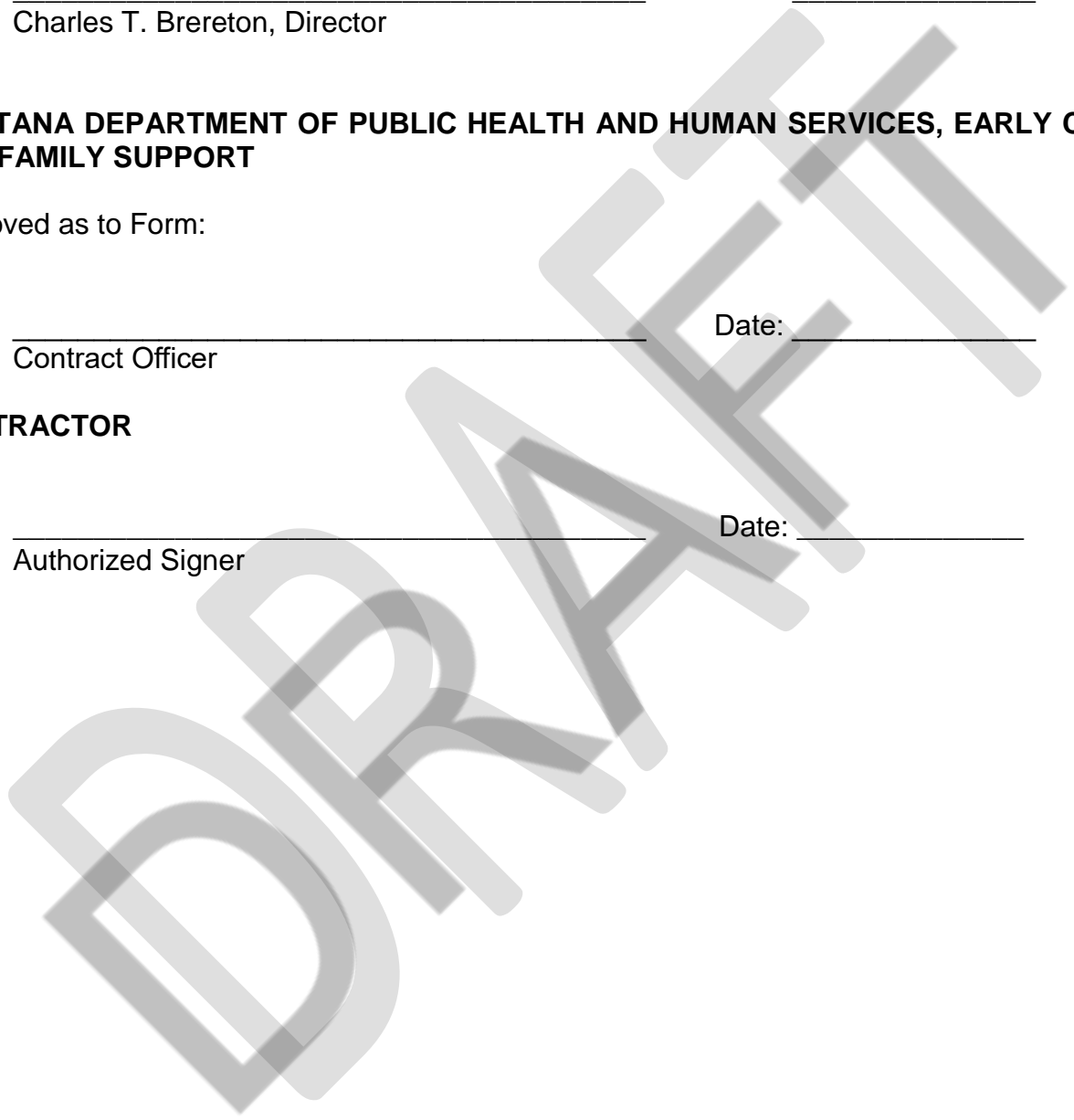
**MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, EARLY CHILDHOOD AND FAMILY SUPPORT**

Approved as to Form:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Contract Officer

**CONTRACTOR**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signer



**ATTACHMENT A****SCOPE OF WORK****A. Maternal and Child Health (MCH) Services**

1. Comply with the requirements of Title V: MCHBG, Section 501 to 510 [42 U.S.C. 701 to 710]; and ARM 37.57.1001 governing the MCHBG.
2. Ensure that MCHBG funds are used solely for providing core MCH services to pregnant women, nonpregnant women of childbearing age under age 45, infants younger than one year of age, children, and adolescents under age 22, or children with special health care needs.
3. Send the MCHBG Coordinator to the annual Family and Community Health Bureau sponsored MCHBG training.
4. Systematically collect data elements required by this task order and submit the reports by the designated due dates as outlined in Section 5.
5. Counties with an annual allocation amount greater than \$50,000 will submit an annual budget by October 1, 2025, on Appendix D, for the 10/1/25 to 9/30/26 time-period.
6. Assess county MCH services by conducting a Client Survey and use the results to help with program planning and selection of the national or state performance measure to be addressed by the Contractor. Results of the Client Survey must be retained by the Contractor and submitted with Appendix B, expressly referenced as the 2026 MCHBG Annual Financial and Data Report, to the Department's MCHBG Liaison.
7. Have on file a copy of the referral and follow-up procedure for MCH clients sent for care to other providers or facilities, such as: hospitals, Community Health Centers, Federally Qualified Health Centers, and private practice physicians.
8. Have on file a copy of the referral and follow-up procedure for clients who are children and youth with special health care needs (CYSHCN), *including referrals to care coordination.*
9. Provide any of the services described in this section, which the Contractor has contracted to provide hereunder, free of charge to an individual or member of a family whose income equals or falls below either the relevant level stated below, or any other level set by the Contractor which is higher:

<u>Size of family unit</u>	<u>Maximum income level/year</u>
1	\$15,060
2	\$20,440
3	\$25,820
4	\$31,200
5	\$36,580
6	\$41,960
7	\$47,340
8	\$52,720

(For family units with more than eight members, add \$5,380 for each additional member.) Individual eligibility must be documented in the client's record. NOTE: Because the above maximum income levels are established by the U.S. Department of Health and Human Services and are subject to revision by that department, the Department may modify the above maximum income levels by sending the Contractor written notice of new levels. The modification will be effective upon the date the Contractor receives the notice.

10. Establish a fee schedule which adjusts the charges to the income, resources, and family size of each individual, and publish the fee schedule if the Contractor imposes any allowable charges for services funded under this task order to individuals other than those described in A (9).
11. Implement and evaluate at least two program activities to address national or state performance measure(s), as selected on the Contractor's June 2025 Pre-Contract Survey for the Maternal and Child Health Block Grant. Counties with an annual allocation greater than \$10,000 may implement activities for two different performance measures. Activity details are subject to approval by the Department's MCHBG Liaison. The Contractor's selected performance measure for federal fiscal year 2026 is as follows:
 

Infant Safe Sleep (SS, previously NPM 5): a) percent of infants placed to sleep on their backs; b) percent of infants placed to sleep on a separate approved sleep surface; and c) percent of infants placed to sleep without soft objects or loose bedding.
12. Conduct specific planning for, or implementation of the performance measure activities as pertains to the national or state performance measure(s) referenced in A (11), until all activities have been completed. A report will be submitted 15 days after the end of the 2<sup>nd</sup> and 4<sup>th</sup> quarters on Appendix C, expressly referenced as the 2026 MCHBG Semi-Annual County Progress Report Template.
13. Respond to requests from the Department within one week.
14. Include the following paragraph when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA- supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.

*"This project is funded in whole or in part by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under CFDA # 93.994 for Maternal and Child Health Services, the total award amount for October 1, 2025 to September 30, 2026 is \$5,852.00. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS, the U.S. Government, or the Montana Department of Public Health and Human Services."*

#### B. Fetal, Infant, Child, Maternal Mortality Review and Prevention (FICMMR)

1. Comply with the requirements of MCA 50-19-401 to 50-19-406 governing the Fetal,

Infant, Child, and Maternal Mortality Reviews, and formally review with FICMMR team members annually.

2. Review and report all fetal, infant, and child deaths occurring in the county jurisdiction by an existing FICMMR Team - either the Contractor's own team or through written agreement with a neighboring county's team. Each county will have its own, local FICMMR Leader who is responsible for that county's FICMMR deliverables under this contract.
3. The local FICMMR Leader must discuss and maintain on file the "FICMMR Team Member Annual Confidentiality Statement", a confidentiality statement signed annually by all team members, and by all in-coming new members as part of their orientation process. Additionally, a separate confidentiality document "FICMMR Team Meeting Sign-In Sheet" must be signed by team members at every mortality review and retained.
4. The local FICMMR Leader must notify the Department of any change in review team membership, by updating and submitting their FICMMR County Operational Plan that includes the name, occupation, and phone number of each member within 30 days of the change.
5. The local FICMMR Leader must conduct reviews of all calendar year 2024 fetal, infant, and child deaths and report the review findings in the National Center for Fatality Review and Prevention, Child Death Review Case Reporting System by November 1, 2026.
6. The local FICMMR Leader will cooperate with the DPHHS FICMMR Program Specialist for the completion of maternal deaths occurring in calendar year 2024, to be reviewed by the State Maternal Nurse Consultant and the Montana Maternal Review Committee (MMRC). The MMRC membership and the maternal death review process will follow the Centers for Disease Control and Prevention's (CDC) protocols as outlined in the CDC Maternal Mortality Review Information Application (MMRIA).
7. The local FICMMR Leader will attend the Department's two, (2) required FICMMR training calls. If the FICMMR Leader is unable to attend, they must notify the Department's FICMMR Program Coordinator at least 48 hours prior to the scheduled training. If unable to attend live training, the local FICMMR leader agrees to review the recorded FICMMR training and report completion of such within one month from training date.
8. Implement and evaluate one best-practice injury-prevention activity as detailed on the June 2025 Pre-Contract Survey, and subject to approval by the Department's FICMMR Program Coordinator. If the Contractor is unable to implement the activity as originally presented (details, goal(s), evaluation method), the Department's FICMMR Program Specialist must be contacted within two weeks with a formal change request.

**ATTACHMENT B****FEDERAL AND STATE LAW REQUIREMENTS**

Rev. 4/29/2022

**A. Compliance with Federal Authorities**

Contractor assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws, regulations, and executive orders. The list is not intended, nor must it be construed, as a listing of all federal authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. The Contractor is responsible for determining with which federal authorities it must comply in the performance of the Contract.

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin, as implemented by DoD regulations at 32 CFR part 195.
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age, as implemented by DoD regulations at 32 CFR part 196.
3. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681, *et seq.*), prohibiting discrimination based upon gender, as implemented by DoD regulations at 32 CFR part 196.
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability, as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability.
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the "Lincoln Law"), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Copeland "Anti-Kickback" Act. Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

13. Debarment and Suspension. Contractor is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Contractor agrees to comply with the DOD implementation of 2 CFR part 180 (at 2 CFR 1125) by checking the Excluded Parties List System (EPLS) at the current OMB website to verify (sub)contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the Contractor's contract files, and shall be subject to audit by Federal and State audit agencies.
14. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
15. Byrd Anti-Lobbying Amendment, (31 U.S.C. 1352). Contractors that bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
16. Drug-Free Workplace. Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).
17. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;
  - a. First-tier Subawards.  
All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at [www.fsrc.gov](http://www.fsrc.gov).
  - b. Total Compensation of Recipient Executives.
    - i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
      - (1) the total Federal funding authorized to date under this award is \$30,000 or more; in the preceding fiscal year, recipients received: Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - (3) The public does not have access to information about the

compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.

- ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:

(1) The Contractor is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$30,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$30,000.

(2) The Contractor will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:

DPHHS

Attn: BFSDFATA Reporting

PO Box 4210

Helena, MT 59604-4210

[hhsffata@mt.gov](mailto:hhsffata@mt.gov)

- c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

- i. in the subrecipient's preceding fiscal year, the subrecipient received:

(1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);

(2) \$30,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

- d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

18. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.

19. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology For Economic And Clinical Health of 2009 (HITECH),

- requiring compliance with privacy, security, electronic transmission, coding and other requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.
20. Patient Protection and Affordable Care Act – P.L. 111-148
  21. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.
  22. Use of United States Flag Vessels. Contactor agrees that travel under this Contract shall use U.S.-flag air carriers ( air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. Contactor/Vendor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).
  23. Buy American Act. Contractor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.
  24. System For Award Management. Contractor agrees to comply with the System for Award Management. Contractor must provide UEI number to the state. Unique Entity Identifier (UEI) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. A UEI number may be obtained from [www.sam.gov](http://www.sam.gov) telephone (currently 866-606-8220) or the internet (currently at [www.sam.gov](http://www.sam.gov)).
  25. Procurement of Recovered Materials. Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
  26. 2 C.F.R. 200.326, Appendix II, Required Contract Clauses. 2 C.F.R. 200.326, Appendix II, Required Contract Clauses are incorporated by reference as if set forth in full text and are made part of this agreement as applicable. Contractor shall comply with all applicable contract clauses and provide the same clauses in any subcontracts or purchase orders issued in support of this agreement with the State.
  27. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Contractor agrees it will not provide or use covered telecommunications equipment or services in the performance of this Contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, Section 889.
  28. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387, As Amended. Any Contract or subcontract in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the

- Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
29. Rights to Inventions Made Under a Contract or Agreement. Any discovery or invention that arises during the course of the Contract shall be reported to the non-Federal entity. Contractor/Vendor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
  30. Uniform Relocation Assistance and Real Property Acquisition Policies. Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.
  31. Lobbying. Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.
  32. Contract Work Hours and Safety Standards Act. Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.
  33. Environmental Protection.
    - (a) Contractor agrees that its performance under this Contract shall comply with:
      - (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
      - (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
      - (3) The Resources Conservation and Recovery Act (RCRA);
      - (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
      - (5) The National Environmental Policy Act (NEPA);
      - (6) The Solid Waste Disposal Act (SWDA);
        - i. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31; and
        - ii. To identify any impact this Contract may have on the quality of the human environment and provide help as needed to comply with the

National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

- (b) In accordance with the EPA rules, the parties further agree that the Contractor/Vendor shall also identify to the state any impact this Contract may have on:
- (1) The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
  - (2) Flood-prone areas and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
  - (3) Coastal zones and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
  - (4) Coastal barriers and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
  - (5) Any existing or proposed component of the National Wild and Scenic Rivers System and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
  - (6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

B. Compliance with State of Montana Authorities.

Contractor assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances, and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all state authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. Contractor is responsible for determining with which state authorities it must comply in the performance of the Contract.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

**ATTACHMENT C****ANNUAL ASSURANCES****DEPARTMENT'S ANNUAL CERTIFICATION**

DPHHS GS-301  
Rev. 5/2019

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

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

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

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

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

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

**ASSURANCES**

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

**The Contractor assures the Department:**

**GENERAL COMPLIANCE REQUIREMENTS**

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

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

- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729-3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed Contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (nonprocurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

### **COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**

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

- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq., drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

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

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion, and environmental impacts.
- U. That the Contractor, if the Contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the Contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. 7607, Section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental

Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

## SOURCES OF INFORMATION

DPHHS GS-302  
Rev. 06/2018

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

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

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

#### **FEDERAL RESOURCES**

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

1. [HIPAA Home | HHS.gov](#)

The federal Department of Health & Human Services / Office of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

2. U.S. Department of Health & Human Services / Centers for Disease Control & Prevention <http://www.cdc.gov/Other/privacy.html>. The federal Department of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

#### **STATE RESOURCES**

The Department Website for Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements. <https://medicaidprovider.mt.gov/>

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

### **PROVIDER ASSOCIATIONS**

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

### **CONSULTANT RESOURCES**

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

## **ASSURANCES NON-CONSTRUCTION OMB 424**

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

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

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

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

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

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

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

**ATTACHMENT D****ANNUAL FFATA FORMS****FFATA COMMON DATA ELEMENTS AND COMPENSATION REPORT**DPHHS-FB-180  
Rev. 7/13/23**State of Montana  
Department of Public Health and Human Services  
Business and Financial Services Division****Federal Funding Accountability and Transparency Act  
FFATA Summary: FFATA Common Data Elements Report  
Section 1: Sub-Award Information Required for Reporting**

This report must be completed upon contract obligation of &gt;\$30,000.

<b>MT Item</b>	<b>MT Data Element</b>	<b>Insert Data</b>	<b>Description</b>
FFATA-1-01	Subrecipient UEI Number	LGFCBDEFV3Q7	Provide subrecipient organization's 12-digit Data Universal Numbering System (UEI) number or Central Contractor Registration plus 4 extended UEI number.
FFATA-1-02	DPHHS Contract Number	26-25-5-01-028-0	Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	Grant Award Name	Insert Grant Award Name	Provide grant/award name assigned by the federal government (i.e. Child Abuse; VR-Independent Living; Immunization; Primary Care; Substance Abuse, etc).
FFATA-1-03	Subrecipient Name	Insert Subrecipient Name	Provide legal name of subrecipient as registered in the Central Contractor Registration ( <a href="http://www.sam.gov">www.sam.gov</a> ).
FFATA-1-04-A	Address Line 1	Insert Address	Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2	Insert Address	
FFATA-1-04-C	City	Insert City	
FFATA-1-04-D	State	Insert State	

FFATA-1-04-E	Zip+4	Insert Zip	
FFATA-1-04-F	Congressional District	Insert Congressional District	01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number	Insert CFDA Number	If not known, DPHHS will complete.
FFATA-1-06	Total Contract	Insert Contract Value	Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	Contract Period	Insert Contract Period	Indicate project/grant period established in subaward document during which sponsorship begins and ends. For multi-year awards for a project/grant period (e.g., 5 years) funded in increments known as budget periods or funding periods, provide total project/grant period, not individual budget period or funding period.
FFATA-1-08-A	Primary Performance City	Insert Performance City	Provide City of primary performance.
FFATA-1-08-B	Primary Performance County	Insert Performance County	Provide County of primary performance.
FFATA-1-08-C	Primary Performance State	Insert Performance State	Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4	Insert Performance Zip	Provide Zip of primary performance.
FFATA-1-08-E	Congressional District	Insert Congressional District	Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency	Insert Funding Agency	If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action	Insert Purpose	

DPHHS-FB-181  
Rev. 01/18/2024

**State of Montana  
Department of Public Health and Human Services  
Business and Financial Services Division**

**Federal Funding Accountability and Transparency Act  
FFATA Summary: FFATA Common Data Elements Report  
Section 2: Officers/Executive Compensation Report**

This section must be completed upon contract obligation of >\$30,000 and yearly thereafter.

**CONTRACT TITLE:** TITLE V MATERNAL AND CHILD HEALTH BLOCK GRANT PROGRAM  
**DPHHS CONTRACT #:** 26-25-5-01-028-0  
**UEI #:** LGFCBDEFV3Q7  
**SUBMITTED BY:** Insert Name and Title  
**INSERT DATE:** Insert Submission Date  
**Is Subrecipient (Contractor) Exempt?** Insert Yes or No

	<b>Name</b>	<b>Total Compensation</b>	<b>Title</b>
1.	Insert Name	Insert Amount	Insert Title
2.	Insert Name	Insert Amount	Insert Title
3.	Insert Name	Insert Amount	Insert Title
4.	Insert Name	Insert Amount	Insert Title
5.	Insert Name	Insert Amount	Insert Title

**RETURN FFATA FORMS TO:  
DPHHS  
ATTN: BFSD-FFATA REPORTING  
PO Box 4210  
Helena, MT 59604-4210  
or  
e-Mail: [hhsffata@mt.gov](mailto:hhsffata@mt.gov)**

DPHHS has compiled some of the information required on the FFATA forms. The remaining information must be provided by you, the contractor. Failure to provide this information could result in a delay in issuing payments and may be considered breach of the contract.

**CONTRACTOR**

BY: \_\_\_\_\_  
Authorized Signer

Date: \_\_\_\_\_