

SECTION II – STATE PLAN

STATE OF MONTANA

**COMMODITY
SUPPLEMENTAL
FOOD PROGRAM**

**STATE PLAN OF PROGRAM
OPERATIONS**

FFY – 2007

Developed according to the eleven points required
under 7 CFR 247.6(c) and verified by e-CFR Data as of 2016

FFY 2007 Plan Revision January 15, 2025

CERTIFICATION:

The Montana Department of Public Health and Human Services (DPHHS) is the State Distributing Agency (SDA) responsible for state-level administration of the Commodity Supplemental Food Program (CSFP) in Montana. DPHHS administers CSFP in accordance with the provisions of 7 CFR Parts 247 and 250, as applicable, the Federal-State Agreement FNS-74, and requirements relating to food safety and food recalls. Food Distribution is located within the Intergovernmental Human Services Bureau (IHSB) of the Human Services Division and is the work unit inside DPHHS handling the day-to-day program management and operations. The CSFP State Plan is written in accordance with program regulations and governs program operations.



Sara Loewen, IHSB Bureau Chief

1/30/2025

Date



Julianna Campbell, IHSB Community Services Section Supervisor

1/30/2025

Date

INTRODUCTION

This is the Food Distribution Section of the Intergovernmental Humans Services Bureau (IHSB) of the Human and Community Services Division (HCSD) of the Montana Department of Public Health and Human Services (DPHHS) 2007 USDA Approved State Plan for the operation of the Commodity Supplemental Food Program (CSFP) in Montana. This State Plan complies with the eleven requirements of the August 2005 revision of 7 CFR 247.6(c) for the submission of new state plans for existing state CSFP programs. Revisions to the plan are made annually and sent to USDA for approval as needed to reflect state changes or USDA federal regulation and policy changes.

STATE PLAN REQUIREMENT NUMBER 1: CURRENT CONTRACTED LOCAL AGENCIES AND SUBDISTRIBUTING AGENCIES-Alphabetical by Community

There are 12 Local Agency (LA) contracts which are renewed annually. Each LA can subcontract with agencies within their defined service areas to provide certification services, outreach and nutritional education. Attachment A details the LAs and the Communities and Surrounding Areas Served. Attachment B includes the agreements between DPHHS and the LAs.

Per 7 CFR § 247.6(c)(1), the names and addresses of all Local Agencies (LA) with which DPHHS has entered into agreement are as follows:

The 12 ERA Agencies are:

GALLATIN VALLEY FOOD BANK - Area IX HRDC

602 BOND
BOZEMAN, MT 59715

FAMILY SERVICES

3927 1ST AVE SOUTH
BILLINGS, MT 59101

AREA V AGENCY ON AGING

1015 SOUTH MONTANA STREET
BUTTE, MT 59701

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2
CONRAD, MT 59425-2532

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309
2030 NO MERRILL
GLENDAVE, MT 59330

ST. VINCENT de PAUL
426 CENTRAL AVENUE WEST
GREAT FALLS, MT 59404

RAVALLI COUNTY COUNCIL ON AGING
310 OLD CORVALLIS RD
HAMILTON, MT 59840

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA
201 SO LAST CHANCE GULCH
HELENA, MT 59601

FLATHEAD FOOD BANK
1203 HIGHWAY 2 WEST – SUITE 2
KALISPELL, MT 59901

MISSOULA FOOD BANK
1720 WYOMING ST
MISSOULA, MT 59801

AREA VI AGENCY ON AGING
110 MAIN STREET – SUITE 5
POLSON, MT 59860-2316

AREA II AGENCY ON AGING
PO BOX 127
1502 4TH ST WEST
ROUNDUP, MT 59072

STATE PLAN REQUIREMENT NUMBER TWO- INCOME ELIGIBILITY STANDARDS AND OTHER ELIGIBILITY REQUIREMENTS

ELIGIBILITY DETERMINATION

Per 7 CFR § 247.6(c)(2), eligibility standards are as follows:

To be eligible for CSFP benefits in Montana, each applicant must be age, income and residency eligible to receive CSFP.

1. Age Eligibility: Applicants must be at least 60 years of age to participate in CSFP. Verification of age and source used to verify must be documented. Homebound applicants 60 years and older who are unable to acquire their own foods due to medical conditions, lack of a valid driver's license or a restricted driver's license preventing transportation to the distribution site may receive CSFP via home delivery.
1. Income Eligibility: Applicants are income eligible when their gross household income is at

or below 150 percent of the Federal poverty guidelines as issued in the Federal Register by the U.S. Department of Health and Human Services for the relevant Federal fiscal year. These are amended each year and sent to the state agency by USDA-FNS. Montana implements new income guidelines immediately upon receipt and will notify Las of the most current income information.

Income eligibility is determined by comparing household size and household income with the CSFP income eligibility guidelines. Income eligibility is based on the most current indicator of their financial status. An applicant shall self-report their total gross income.

Income Guidelines: Income means gross income before deductions for such items as income taxes, employee's social security taxes, insurance premiums, and bonds. Current income is income received by the household during the month prior to application. However, household-income during the previous 12 months can also be considered as well as current income to determine which indicator more accurately reflects the household's status.

Excluded Income: Montana excludes all income sources listed at 7 CFR 247.9(d)(2) and 7 CFR 247.9(d)(3). Professional judgment is to be used in determining what will not be included as income. All other income is to be included. If questions arise, the State CSFP office is to be contacted.

Change of Income: If a participant's income changes to the extent to disqualify them due to exceeding income limitations, the local agency must notify the participant with a written notification of discontinuance at least 15 days before the effective date of discontinuance.

3. Residency Eligibility

Persons eligible for Montana's CSFP must reside in Montana. There is no duration or fixed residency requirements. Migrant and seasonal farm workers shall be considered as meeting the residency requirement. Local agencies are authorized to serve residents from counties outside their normal service area, but within Montana and not overlapping another CSFP local agency's counties unless there is coordination with that agency.

Persons living in nursing homes do not qualify for program benefits.

Residency must be documented at each certification and transfer. Documentation of residency can be from **current** address on a driver's license, utility bill, voting registration, Medicaid card, TANF letter, SNAP letter, etc. (some kind of documentation connecting participant with **current** address). Other means can be used to assure CSFP staff that residency in Montana is authorized. The source of verification or residency should be no more than one month old, whenever feasible.

APPLICATION

1. The following persons may apply on behalf of an eligible persons:

A spouse, relative or caretaker of the applicant if the applicant is homebound or for any reason unable to apply on his/her own behalf.

In the above case CSFP staff must be assured that the eligible individual does exist. A home visit or a telephone conversation with the eligible individual must occur unless staff has knowledge that the applicant is alive and not living in a nursing home. There also needs to be documentation in the applicant's file as to why the spouse, relative or caretaker is applying on behalf of the applicant (i.e., letter from doctor, notarized letter, etc.).

2. Other applicants are to apply on behalf of themselves.

NON-DISCRIMINATION AND CIVIL RIGHTS

1. Non-Discrimination. The State and local agencies shall comply with and include the following non-discrimination statements without modification in all agreements and written materials as required;

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-> from any USDA office, by calling (866)-632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. fax:
(833)256-1665 or (202) 690-7442; or

3. email:
program.intake@usda.gov

This institution is an equal opportunity provider.

2. Civil Rights. The State and local Agencies shall comply with and incorporate the following Civil Rights assurance into any and all written agreements:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
 - ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
 - iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
 - v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
 - vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
 - vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
 - viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
 - ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
 - x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the agency.

3. Data Collection. During a specified time period each year a manual tally of race and ethnic status categories per the requirements of FNS Instruction 113-1 will be kept for all participants picking up food, based on the information on the certification form. If the participant has not established his/her status on the certification form, a staff person will determine racial/ethnic status and complete the form. Each local agency will summarize the racial/ethnic data, and complete and submit the FNS-191 form, "Racial/Ethnic Group Participation" to the state agency within the required time frame. The state agency will then submit the forms to the FNS regional office.
4. Public Notification. Each local agency shall display the FNS "And Justice for All" non-discrimination poster at all certification and distribution sites. The non-discrimination statement is printed on each CSFP publication. The procedure for requesting a fair hearing is printed on the certification form.
5. Annual Civil Rights Training by local agencies and sub-agency staff and volunteers.
 - a. Annual civil rights training will be conducted by the local agency for staff and volunteers including sub-agencies that deal directly with applicants and participants. Initial training will be performed as part of the new staff/volunteer orientation. Volunteers with only occasional contact with applicants/participants will receive refresher training as deemed necessary by the local agency.

- b. Documentation of annual training shall be maintained by the local agency.
- 6. Compliance Review (CR). State CR of local agencies will address civil rights activities.

STATE PLAN REQUIREMENT NUMBER THREE: NUTRITIONAL RISK CRITERIA

Responsive to 7 CFR § 247.6(c)(3), the State of Montana shall not use Nutritional Risk Criteria

STATE PLAN REQUIREMENT NUMBER FOUR: DESCRIPTION OF SERVICE PLANS FOR SERVING AND MEETING CASELOAD REQUIREMENTS

PROCESSING STANDARDS AND WAITING LIST

When maximum caseload has not been reached, applications for program benefits must be processed within specific time frames. When there are no funds available to provide benefits to all eligible applicants, a waiting list will be established. Applications shall be date stamped when submitted to ensure compliance with program required time frames.

1. Processing Standards without a waiting list

- a. Certify an applicant or notify the applicant of ineligibility within 10 days of the applicant's first on-site agency visit to apply for program participation. The 10-day time limit does not apply to telephone inquiries concerning program participation.
- a. A person determined eligible shall receive supplemental foods within 10 days of notification of eligibility. Applicable to rural clinics only, the 10 days shall be determined from the date of the first food distribution day scheduled in the rural area nearest to the date eligibility was determined by an outreach worker or volunteer.

2. Processing Standards with a waiting list

- a. Individuals shall be notified of their placement on a waiting list within 10 days after they visit the local agency during clinic office hours.
- b. Participants placed on a waiting list at the end of their certification period shall receive the "Notification Letter" to document notification of their placement on a waiting list. Staff shall retain a copy of the notice in the participant file.

New applicants that are placed on a waiting list shall be told verbally that they are on a waiting list or can be given the "Notification Letter" indicating such. If verbal notification is given, document this on the Waiting List form. If the "Notification Letter" is given, a copy shall be attached to the waiting list record, see 3-c below.

3. Waiting List

- a. Contact the state agency for approval prior to implementing a waiting list.
- b. To enable the local agency to contact individuals on the waiting list when caseload space becomes available, the waiting list shall include:
 - i. Applicant's name
 - ii. Date of application and date placed on the waiting list
 - iii. An address or phone number of the applicant
- c. The waiting list form shall be organized by date of application.
- d. Should the local agency choose to use certification forms completed only to indicate 3(b)i-iii listed above these may be filed, separate from active and inactive files, organized by date of application. This file shall then serve as the waiting list record.
- e. Contact persons on the waiting list by date of application. An individual placed on the waiting list on January 10 would be contacted before an individual placed on the waiting list on January 11.
- f. Each local agency will follow the procedure below when a waiting list exists for one or more priorities, providing the local agency is consistent for the period the waiting list exists.
- g. Participants due for recertification shall be allowed to continue on the program as long as they are eligible as long as there is no directive to reduce caseload.
- h. Document on the Waiting List form the date the individual was contacted to visit the certification agency for screening when an opening becomes available.

CERTIFICATION OF HOMEBOUND PARTICIPANTS AND APPLICANTS WITH DISABILITIES

Homebound participants are defined as persons who are, in the judgment of the local agency, unable to obtain monthly food packages without assistance provided by or through the local agency.

Definition of a disability is defined as a physical or mental impairment that substantially limits one or more of the major life activities of such individuals.

1. Homebound participants and persons with disabilities will be certified at their home or health clinic by CSFP staff or by other local agency staff. Volunteers can collect eligibility data, however, CSFP staff must finalize the certification.
2. Delivery of food to homebound participants and persons with disabilities shall be in compliance to the state plan procedures.

CERTIFICATION PERIODS

Each participant will be certified for program benefits in accordance with the following timeframes. Participants will be certified at time of entrance into the program for one year. At the end of one year a new application should be completed by the participant for a new certification period of one year.

TRANSFER OF CERTIFICATION

Certified and categorically eligible participants are eligible to receive benefits until the end of their certification period.

1. Participants relocating to an area served by CSFP must be issued a CSFP Verification Of Certification (VOC) form to enable entrance onto a CSF Program in the other area.
2. Participants relocating to an area authorized to provide CSFP services shall accept CSFP VOC forms or cards from those participants and provide CSFP benefits.
3. The VOC is valid until the certification period expires, and shall be accepted as proof of eligibility.
4. If the receiving local agency has a waiting list for participation, the transferring participant shall be placed on the list ahead of all waiting applicants.
5. The VOC form or card should include the name of the participant, the date the certification was performed, the date the certification expires, the signature and printed or typed name of the local agency official in the originating jurisdiction, the name and address of the certifying local agency and a form identification number.
6. Each local agency must maintain a register of issued VOC forms.
7. If a transferring participant has an incomplete VOC card or form, or does not have any VOC information, every effort should be made to contact the originating agency to obtain certification information. If the agency cannot be contacted the participant shall be rescreened for eligibility.

CASELOAD

12 local agencies contract with the state to provide service to portions of all 56 counties in Montana. Caseloads for each local agency are determined by the state's past performance criteria established in 7 CFR 247.21(c), requests by the state for additional caseload, available federal funding annually and final caseload assignments by USDA.

1. Caseload Management

- e. Local agency failure to distribute to total assigned caseload for two consecutive months may result in the loss of unused slots; those slots will be reassigned to agencies serving their maximum caseload and maintaining waiting lists.

- f. When the state is found not to be serving its assigned maximum local agencies may be given authority to exceed their assigned caseload each month by no more than 1% of their assigned caseload or 5 participants, whichever is greater, to maximize caseload usage and to encourage maintaining a certified waiting list for issuance of no-show food packages.
 - g. When state caseload is reduced local agency caseloads will be reduced based on past performance over the preceding three months. Local agencies not serving maximum caseload may have their caseload reduced by the number of slots not being served. The number of slots removed from one site assigned other agency(ies) who are serving their maximum caseload and have an active waiting list.
 - h. Reduction of caseload will be based on USDA guidance for caseload reduction. Local agencies will make every effort to reduce their caseloads to their newly assigned numbers as quickly as possible, primarily through recertification time periods.
2. Caseload Assignments
- The State Agency shall assign caseloads based on local agency participation numbers for the previous quarter and USDA FNS annually provided caseloads for the state agency. Unused caseload assigned to a local agency for two consecutive months may result in the loss of unused slots; those slots will be reassigned to agencies serving their maximum caseload that are maintaining waiting lists and/or can provide justification on their ability to utilize additional caseload. Final caseload assignments are also dependent on Congressional funding and Presidential signature of the Agriculture Bill. Reassignments of caseloads are done throughout the year as necessary to maintain maximum state assigned caseload participation.
3. Additional Caseload Requests
- a. The state shall request additional caseload for the next caseload cycle by November 5th of each year as an amendment to the State Plan. Justification shall be given for the additional caseload request as well as the plans for serving the requested additional caseload.
 - b. New caseload assignments to local agencies will be made based on any new areas for distribution and the estimated number of that area for participation. Any additional caseload beyond new area distributions will be based on justification provided by local agencies of existing waiting list numbers and planned outreach that would increase the participation in that area.
 - c. Assignment by the state agency of additional caseload to local agencies may also be given to those agencies most consistently serving their maximum assigned caseload.

STATE PLAN REQUIREMENT NUMBER FIVE – OUTREACH ACTIVITIES

Outreach activities are primarily the responsibility of the local agency. The focus of outreach activities by local agencies will include the following:

1. At the State level, outreach efforts include dissemination of information about CSFP to programs that serve the same populations. State level staff is available to meet with local groups to facilitate program promotion, as requested.
2. At any time a local agency reaches a point where caseload assignment is not met or whenever all on a waiting list are being served, that agency shall advertise for participation in the CSFP program including information about the CSFP program through whatever means are available to do so as determined appropriate by the agency. This may include through media events, newspaper advertisement, through local food banks or senior centers, etc.

STATE PLAN REQUIREMENT NUMBER SIX- THE SYSTEM FOR STORING AND DISTRIBUTING USDA FOODS

FOOD DELIVERY SYSTEM

1. State Level Food Delivery System

The Food Distribution Section of the Department of Public Health and Human Services (DPHHS) coordinates all food delivery activities. DPHHS orders, receives and warehouses all food from USDA, and determines the total food needs in order for the distribution site to assemble food packages according to USDA prescriptions. The warehouse is also used to store foods for other USDA food programs including The Emergency Food Assistance Program (TEFAP), the Food Distribution Program on Indian Reservations (FDPIR), the Nutrition Services Incentive Program (NSIP) and the National School Lunch Program (NSLP). The NSLP program ordering and issuance determinations for the School Lunch, School Breakfast, and Summer Feeding Program are done by the MT Office of Public Instruction (OPI); DPHHS coordinates the NSLP food delivery activities by receiving, warehousing, picking orders, loading commercial carrier trucks, makes local deliveries and performs inventory control activities. DPHHS and the distribution sites also make provisions for specifically designed or modified packages which allow for special dietary needs. Foods are ordered by the distribution sites. Actual preparation and distribution of the food packages are completed at the distribution site which is approved by the State Department of Public Health and Human Services and the local agency. DPHHS will arrange for shipping the food from the state warehouse to the appropriate distribution site. Transportation will be provided to these sites by the state agency, using state semi-tractor, trailers.

2. Local Level Food Distribution System

Participating local agencies, with assistance from the Department of Public Health and

Human Services, are responsible for recruiting and/or establishing food distribution sites. Each site must conform with federal, state, and local health standards and must enter into an agreement with the applicable local agency to assure food handling, storage and distribution procedures and recording requirements are maintained.

Distribution sites, under agreement with local agencies, shall assure that adequate care and security is provided for the food while in their possession. Foods will be stored in adequate and secured areas at each distribution site in order to safeguard them from spoilage, infestation, fire and other losses. These storage areas may also be used to store TEFAP, FDPIR, and NPE foods for local use and distribution. Inventory and distribution amounts as well as participant data will be reported to DPHHS each month to determine additional food ordering from DPHHS.

Program participants will pick up food packages once each month or once every other month according to the prescription presented at the distribution site. Staff at the food distribution site will verify recipient eligibility prior to distributing the foods. Food packages are prepared by staff at the distribution sites.

3. Participant Identification

Only a participant or participant's authorized representative is permitted to receive supplemental foods. Local agencies may issue a CSFP identification card to participants or to the participant's authorized representative as a means of identification.

a. Persons authorized to receive foods are as follows:

i. An authorized representative identified by the participant

ii. Volunteers willing to home deliver to homebound participants.

iii. Persons preparing food samples for participant education.

b. The frequency of food distribution to participants shall be:

i. A one month food package issued each month for the current month.

-or-

ii. A two month food package issued every other month for the current month and for the forthcoming month.

Note: For no reason shall food be issued in the current month for a past month.

c. Local agencies must maintain a participant register indicating to whom food was issued and what type of food package was issued each month.

d. The responsible party or proxy for a participant must show a CSFP identification card, a driver's license or other means of identification at the time of the food pickup.

- e. Participants who are required to be in the hospital for extended stays retain their participant status. They should not be removed from the program for missing two consecutive months. They can be issued food for any month within their certification period for which they had at least one day at home. If they have extended hospital stays covering every day of the month, they should not receive a food package for that month.

SAFEGUARDING FOODS

1. DPHHS assures that adequate care and security is provided for the food while in the state warehouse. Carriers are required to provide adequate care, accountability, and security for the food while in transit.
2. DPHHS food storage and distribution regulations or policies comply with federal, state, and local health requirements. All such regulations and policies are followed to safeguard foods from spoilage, infestation, fire, and other losses.
3. Distribution sites are visited at least annually by DPHHS in order to assess compliance with federal, state, and/or local health regulations and to assure that food storage, handling, and inventory/distribution procedures and records are accurate and appropriate. A written report of findings and recommended corrective action is sent to the local agency.
4. Physical inventories of CSFP foods are performed at the state level by DPHHS on a monthly basis. Delivery records will be compared to inventory records each month at the state level and a perpetual inventory maintained in order to assure accountability. The FNS-153 Monthly Report of the Commodity Supplemental Food Program and Quarterly Administrative Financial Status Report are completed by the recipient agency. Inventory records are also kept and physical inventories are taken of CSFP foods as they are used and/or in storage at the local distribution site. Any losses must have a full explanation and will be investigated by DPHHS. DPHHS will monitor inventory and distribution reports monthly from each distribution site, and will take appropriate action when problems or discrepancies are noted.

INVENTORY ACCOUNTABILITY

The Local agency staff is responsible for maintaining a system that will account for all foods received and distributed, and for reporting month-end inventory and distribution summaries to the state agency.

1. A perpetual inventory system will be maintained by completing the INVENTORY STATUS REPORT form at the end of each month, after all food distribution and food receipts are completed for that month.
2. A month end physical inventory must be completed and these figures reconciled to the ending inventory on the Inventory Status Report.
3. A month-end Inventory Status Report that accurately reflects food receipts and distributions

for the entire one month period shall be submitted to the state agency by the tenth day of the following month.

4. If the local agency has unaccountable gains and losses of more than \$500.00 of its total food inventory reported on a monthly Inventory Status Report, corrective action must be taken. Comparing the physical inventory to the paper inventory on a daily or weekly basis is recommended. See Claims and Losses below.

CLAIMS AND LOSSES 7 CFR 247.30

USDA requires states to be accountable for all USDA Foods received through CSFP and to take appropriate claim and collection action in certain situations. Contracted agencies are required to carry sufficient insurance coverage to ensure reimbursement of a claim for the value of the loss.

1. Loss of USDA foods may occur in many ways: theft, pilferage, damage, contamination from improper storage and handling, infestation, spoilage, etc. All losses must be reported to the state agency in writing.
 - a. Damage losses detected before, or at the time of issuance to participants must be reported on an SRS-FD-28 Commodity Loss and Damage Report form, and also reported in column 11 B of the Inventory Status Report. Attach a copy of the completed Commodity Loss and Damage Report to the pertinent month end report before submitting to the state agency.
 - b. In the event there are damage losses of more than a few cases of a single product or more than \$500.00, prior to destroying damaged food the state or federal entity must approve the loss and destruction by the local agency. Information will be collected concerning large losses, a claim determination made by state or federal staff; if the loss has occurred as a result of theft, embezzlement, willful misapplication, or fraud the state must pursue further claim actions, in accordance with FNS-410 or forward the claim determination to USDA for further action, regardless of the value of the loss. If negligence is involved, the agency responsible will refund the value of the foods.
 - c. USDA foods determined unfit for consumption must be disposed of in a prescribed manner. If burned or buried immediately, the container and contents need not be separated. If disposed of through garbage routes, the container must be emptied and the label defaced. This avoids any misunderstanding if USDA foods are seen in the garbage and prevents use of contaminated food items by someone who may believe it to be fit for human consumption.
2. Local agencies are to distribute commodity foods in accordance with the provisions of 7 CFR Part 247.10, and shall reimburse the State agency for improper or negligent issuance of prescriptions in supplemental foods. The local agency shall pay the State agency the value of the foods or shall purchase and replace improperly distributed, lost or damaged due to failure to manage caseload or to provide storage, care of handling if a determination by DPHHS so indicates.

3. DPHHS, all participating agencies, warehouse personnel, carriers and other persons are subject to a claim determination and the corresponding repayment responsibility as a result of the following:

- a. Improper distribution or use of donated foods.
- b. Loss of USDA-donated foods which is caused by neglect, carelessness, and/or willful mishandling. "Loss" means any quantity of USDA-donated USDA Foods that are unaccounted for (including physical count discrepancies), or which have become unusable for human consumption.
- c. Damage to USDA-donated foods which is caused by neglect, carelessness and/or willful mishandling.

NOTE: Anytime it is discovered or reported that a situation has occurred involving (a), (b), or (c) above, the procedures outlined below are to be followed. All losses must be reported to DPHHS within three (3) working days from the date of discovery.

4. Establishing Claims. A "claim" is any demand (or basis for a demand) for money or for replacement of a lost or improperly distributed/used commodity. Once DPHHS has received all information regarding situations requiring claim action, a claim determination will be made to decide the existence or nonexistence of a liability. If it is determined that a claim is necessary, PHHS will do the following:

- a. Determine the dollar value of the products involved based upon the USDA replacement cost at the time of the loss or discovery of the loss;
 - i. Notify USDA as appropriate;
 - ii. Determine the liable party(s);
 - iii. Where appropriate, make three formal written demands to the local agency for repayment; and/or
 - iv. Take legal action for recovery.

5 Right to File Claims

- a. USDA may assert claims against liable CSFP participating states.
- b. States may assert claims against liable carriers, warehouse personnel, processors, participating organizations, or other persons to whom donated foods are delivered. States are required to take appropriate collection actions in order to obtain restitution where liability is involved.
- c. Participating organizations have the right to assert claims. An organization may assert a claim in the event a loss or inappropriate use or distribution of USDA foods has

occurred. Such claims may be established against persons or companies with whom the organization has placed the responsibility for care, handling, or distribution of USDA foods (i.e., employees, volunteers, storage facilities, etc.).

- d. Organizations shall always have the right to pursue restitution through appropriate legal channels in addition to claims action taken through the CSFP.

PARTICIPANT REPORT OF UNACCEPTABLE FOOD

- 1 Use a Participant Report of Unacceptable Food form to document any phone calls or return of unacceptable food. A copy of this completed form must be sent to the State agency.
- 2 Whenever possible, obtain the unacceptable product.

CLAIM DETERMINATIONS

As per FNS-410-1 the State Agency has responsibility for making claim determination on losses not exceeding the amount required by USDA guidance. The State Agency will use the claims form to register claims. Documentation will include information collected on forms submitted by local agencies and on the claims register as per Section VIII of FNS-410-1. Each month the State Agency will offset distribution errors (gains and losses) of similar products and make a determination if a claim should be assessed. Claim determinations will be made by USDA for losses exceeding the dollar limitation established by USDA guidance.

FOOD DEMONSTRATIONS

- 1 Food demonstrations can only be used for nutrition education and cannot be used for outreach.
- 2 Foods used to prepare food samples for participants must be reported in section 11-C of the monthly Inventory status Report.
- 3 A list of persons sampling the food to be kept on file at the agency providing the demonstration.

ESTIMATING AND MAINTAINING QUARTERLY FOOD NEEDS

DPHHS bases food orders on a comparison of existing products on hand at the State and local level against product movement document and usage history. Monthly inventory reports are submitted by distribution sites with their participation information. State and local inventory levels are monitored by DPHHS on a monthly basis. DPHHS works with distribution sites, local agencies, and the Council on Aging on a regular basis in order to project or anticipate major caseload changes which might result in fluctuating inventory needs, etc.

MANAGEMENT EVALUATION AND REVIEW

- 1 A local agency review is an examination and evaluation of local agency operations and of all food storage facilities of the CSF Program to ensure local agencies are meeting program requirements and objectives. All aspects of program administration shall be reviewed including certification procedures, nutrition education, civil rights compliance, food storage practices, inventory controls, and financial management systems. Financial reports, audit reports, food orders, inventory reports and other relevant information will also be reviewed.
- 2 The purpose of a local agency review is to help the local agency identify specific strengths and weaknesses and develop a plan of resolution.
- 3 Each contracting agency is reviewed by the State Agency no less frequently than once every two years.
- 4 Within one month after the on-site review, the State Agency will send a written report that includes findings, recommendations and a resolution date. The local agency must respond with a plan of action within 30 days of receipt of the State report. Failure of the local agency to respond within 30 days may cause the State Agency to make a technical visit to the local agency. Failure of the local agency to respond within 60 days may result in funds being withheld.
- 5 On-going monitoring of local agencies is accomplished by review of the following: monthly Inventory Status reports; correspondence; and, from discussions with local agency staff.

PROGRAM TRAINING

Training needs will be identified as part of the Management Evaluation process. When deficiencies are detected, the areas which require additional training become apparent. DPHHS will then provide training to enable local CSFP staff to correct the deficiencies.

DEVELOPMENT OF STATE PLAN

- 1 Local agencies, participants and other interested parties are invited to provide input in the development of the State Plan through written notices originating from the state agency.
- 2 The responses received from participants, providers and other community members will be used to improve or modify state plan operations and be used to develop goals and objectives for the forthcoming year.

COMPLAINTS

- 1 Depending on the nature of the complaint, i.e., food or services, the problem will be investigated by the appropriate agency and the person making the complaint will be notified in writing of the results. All persons making complaints will be notified of the fair hearing procedure so they are aware of further steps available if their complaint is not satisfactorily resolved.

- 2 Complaints suggesting a potential health hazard shall be reported immediately to the state agency by the local agency. Any necessary corrective action required of a local agency will be documented and follow-up checks will be made to be certain the problem is resolved.
- 3 The distributing agency will investigate promptly complaints received in connection with the distribution or use of donated foods, correct any irregularity and inform the local agency (if different from the distributing agency) and the state agency. The distributing agency shall maintain on file evidence of such investigations and actions. The state reserves the right to make investigations and has the final determination as to when a complaint has been properly adjusted.

AUDITS

In compliance with federal regulations, all CSFP programs in Montana, including the Department of Public Health and Human Services, shall be audited in compliance with OMB Uniform Guidance. Audits are conducted by an independent certified public accountant firm or federal/local government auditing staff. When an audit is required the period covered is the most recent twelve months of completed operation. Local agencies are responsible for all costs associated with their required audit.

FINANCIAL MANAGEMENT

- 1 Funds will be made available to each of the local CSF Programs through contracts awarded to each by DPHHS. Contracts will specify that services be provided per Federal Regulation and the State Plan of Operations. Contracts also will specify the allocation of administrative funds. All payments for administrative funds will be disbursed in the form of reimbursements for administrative costs incurred by the local agency under Contract with the State of Montana, Department of Public Health and Human Services and will be recorded and monitored through the DPHHS Contract database and the Statewide Budgeting and Accounting Human Resources System (SABHRS).
- 2 The cost of transportation from the state warehouse to the recipient agencies will be absorbed by the state agency. The local recipient agencies will be responsible for delivery of USDA Foods from their location to recipients or other sites.
- 3 Capital expenditures, which include the acquisition of facilities or equipment, or enhancements to such capital assets, with a cost per unit that exceeds the dollar limitation established by USDA must be pre-approved by the FNS Regional Office.
- 4 Procedures for purchases of property, equipment, or services with program funds and disposing of such property or equipment by the state and local agencies will be followed as specified in 7 CFR 247.25(d). All purchases of equipment or other capital assets must be approved in advance and will be recorded by the state agency and maintained on an internal program inventory list for each agency.
- 5 Contractors will submit requests for reimbursement of administrative costs incurred in the operation of the CSF Program. These requests will be in the form of a completed pre-printed

INVOICE for services provided under a purchase of service contract. Any claims which contain expenses which do not reflect appropriate program expenditures will be adjusted pending further justification from the Contractor.

- 6 The audit objective is to determine whether there is adequate fund control, an effective accountability system, and compliance with regulations. Audits shall be conducted in accordance with applicable State/Federal laws and guidelines. The audit may be an examination of the local agency's "total audit universe" in that the audit may cover all grants subject to a single audit. A copy of the audit report will be on file with the Department of Public Health and Human Services and the report will be made available to USDA and responsible officials upon request.

STATE PLAN REQUIREMENT NUMBER SEVEN - NUTRITION EDUCATION & REFERRALS

NUTRITION EDUCATION

Nutrition education shall be provided by local agencies according to the requirements of 7 CFR 247.18 to all adult participants that can be easily understood by participants and is related to their nutritional needs and household situations. It shall provide the following information and whenever possible be specific for ethnic and cultural characteristics:

- 1 To emphasize the nutritional value of CSFP foods, and their relationship to the overall dietary needs of the population group served; and
- 2 To assist participants in obtaining a positive change in food habits to include the emphasis of the importance of proper health care and the role nutrition plays in maintaining good health, resulting in improved nutritional status and in the prevention of nutrition related problems through maximum use of the supplemental and other nutritious foods. Emphasis will be given for the use of the foods by the participant to whom they are distributed and not by another person.

CSFP

Participants in the CSFP will be informed about the nutritional values, preparation, and storage of USDA Commodity foods through demonstrations conducted by the local CSFP program staff when appropriate. Recipes from USDA and other sources will be distributed at the time of certification and during issuance. Nutrition oriented posters, flyers, and handouts will be made available in program offices and can also be distributed with CSFP food packages.

EFNEP

The Expanded Food and Nutrition Education Program (EFNEP) is a program available to low-income individuals funded through the State Extension office. Upon referral, EFNEP

Aides will visit participants and demonstrate uses of supplemental foods in recipes. EFNEP Aides may also be available to offer food samples and recipes to participants at distribution sites.

REFERRALS

- 1 CSFP are required to provide written information on at least one occasion to each applicant or participant and make referrals as appropriate regarding:
 - a. Supplemental Security Income benefits under Title XVI of the Social Security Act,
 - b. Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
 - c. Supplemental Nutrition Assistance Program.

FOOD DEMONSTRATIONS

Food demonstrations are encouraged as a method of nutrition education.

- 1 When food demonstrations are used they are to be conducted by the local agency solely in conjunction with nutrition education and primarily for participants.
- 2 Food samples prepared with CSFP foods can be offered to participants for the purpose of nutrition education. Supplemental foods cannot be used for outreach.
- 3 Supplemental foods cannot be provided to any outside agency for demonstration unless there is a written agreement for the provision of nutrition education by that agency. Written approval from the local agency must always be provided to the distribution site before any food is released for demonstration purposes.

NUTRITION EDUCATION EVALUATION

An evaluation procedure will be developed and maintained by each local agency and approved by the State to determine the effectiveness of nutrition education, and to provide a means for participant input.

- 1 Each year the local agency will survey participants to evaluate the effectiveness of nutrition education and to determine the adequacy of other program components as well.
- 2 The survey will be distributed to participants during a specified period each year. Results of the survey will be compiled by the local agency and a copy given to the state agency. The results will be used to plan future activities.
- 3 The state agency will evaluate local agency nutrition education as part of the biennial

STATE PLAN REQUIREMENT NUMBER EIGHT – DETECTION AND PREVENTION OF DUAL PARTICIPATION IN CSFP

DUAL PARTICIPATION

State Agency Responsibilities:

1. Include on the CSFP Application form a statement advising the applicant that he or she may not receive CSFP benefits at more than one CSFP site at the same time.
2. Review CSFP Incident report forms from local agencies to screen out obvious inconsistencies. Provide training to screen out naturally occurring similarities. When a potential participant is clearly identified, send a copy of the report to the local agency for required follow-up actions.
3. Provide training/consultation to local agencies to prevent and detect dual participation.

Local Agency Responsibilities:

1. Each month generate a report identifying possible dual participants. A review of dual participation is conducted through a comparison of the name, sex and birth date of participants enrolled in CSFP at two different distribution sites. When a potential case of dual participation is identified a CSFP Incident form is completed and sent to the State Agency.
4. Participants found dual participating shall be terminated from participation at more than one CSFP site.
3. Whenever an individual's participation in CSFP is discontinued, the local agency must notify the individual of the discontinuance and follow the steps outlined in "Disqualification, Fair Hearings and Pursuit of Claims" listed below shall be followed.

STATE PLAN REQUIREMENT NUMBER NINE – STANDARDS FOR DISQUALIFICATIONS, FAIR HEARINGS AND PURSUIT OF CLAIMS OF PARTICIPANTS

DISQUALIFICATION

The local agency may disqualify applicants and participants from program participation for a period of up to one year if it is established that the applicant, participant, parent, or caretaker fraudulently obtained or used program benefits. Fair Hearing information shall be given to the participant at the time of disqualification.

1. Program violations that can be cause for disqualification include:

- a. Intentionally making false statements orally or in writing in order to obtain benefits to which the individual would not otherwise be eligible;
 - b. Intentionally withholding or concealing information in order to obtain benefits to which the individual is not eligible;
 - c. Altering a Verification of Certification (VOC) card or form;
 - d. Using supplemental foods in an unauthorized manner, such as trading or selling the food;
 - e. Physical abuse, or threat of physical abuse, of program staff; or
 - f. Committing dual participation.
2. If it is determined that a serious health risk will result from disqualification from the program and the participant is currently eligible, the disqualification shall be waived. According to 7 CFR 247.20(b)
3. All eligible applicants or participant(s) shall be provided an opportunity to make a statement on his/her behalf and receive a warning for the first incident prior to disqualification. (Exception to the first warning requirement is part 4 and 5 below.) This shall be documented on an Incident form. The applicant or participant shall be asked to make a statement on the Incident Form. If the individual refuses, note this on the form.
- d. Persons that have fraudulently applied for and obtained program benefits who would not be eligible otherwise are to be disqualified without prior warning, but are to be given 15 days' notice before benefits are terminated and also given information about their right to a fair hearing. Document the situation on an Incident form.
 - e. Persons found committing dual participation shall be terminated and given fair hearing information from one of the programs immediately (no 15 days prior notice), and may be disqualified from participation in the other program for a period not to exceed 3 months without prior warning (15 days prior notice is required). Document the situation on an Incident form.
 - f. The local agency shall permanently disqualify a participant who commits three program violations that involve fraud. For the purposes of this program, fraud includes;
 - a. Intentionally making false or misleading statement to obtain CSFP foods;
 - b. Intentionally withholding information to obtain CSFP foods; or
 - c. Selling CSFP foods, or exchanging them for non-food items.

FAIR HEARING PROCEDURES FOR INDIVIDUALS

The fair hearing process shall allow a CSFP applicant or participant to appeal an adverse action, which may include the denial or discontinuance of program benefits, disqualification from the program, or a claim to repay the value of USDA Foods received as a result of fraud.

1. Local Agency Responsibilities:

- a. Informing each program applicant or participant of their rights to appeal and adverse action through the fair hearing process.
- b. Provide written notification of the individual's right to a fair hearing along with notification of the adverse action. Such notification is not required at the expiration of a certification period. The original shall be sent to the individual, a copy sent to the State Agency and a copy shall be retained for Local Agency files.
- c. Notifying in writing, each participant found ineligible or to notice discontinuance in the program at any time during a certification period. A copy must be kept in their files. The participant needs to be notified a minimum of 15 days prior to termination of program benefits. They must also be informed of their right to a fair hearing.
- d. Notifying each participant at least 15 days before the expiration of each certification that the period is about to end. Local agencies, at the time of application or when notifying persons found ineligible of their right to a fair hearing, shall advise them of the method of requesting the hearing, and their right to be represented at the hearing by a friend, legal advisor, or other representative of their choice, and give them a summary of the hearing process.
- e. Notifying in writing the person against whom the pursuit of collection of benefits improperly issued is undertaken, of the reasons for the claim, the value of the improperly issued benefits and of the right to a fair hearing.
- f. Any positions or arguments on behalf of the individual may be presented personally or by a representative such as a relative, friend, legal counsel or other spokesperson.
- g. Local agencies shall advise those found ineligible that they have up to 60 days from notification of adverse action to request a fair hearing from the State Department of Health and Human Services. The request for hearing is defined as any clear expression by the individual, guardian or other representative that an opportunity to present its case to a higher authority is desired.
- h. If a hearing is requested within the 15 day period by participants found ineligible at any time during a certification period, benefits will be continued or reinstated until a decision is reached in accordance with 7 CFR 247.33 or the certification period expires, whichever occurs first. Applicants who are denied benefits at initial or subsequent certifications shall not receive benefits while awaiting the hearing. Local agencies should obtain legal counsel to represent the program if a hearing is

requested.

- i. Request for hearing shall not be dismissed or denied unless:
 - i. The request is not received within 60 days from notification of ineligibility; or
 - ii. The request is withdrawn in writing by the appellant; or
 - iii. The appellant or appellant's representative fails, without good cause, to appear at the scheduled hearing; or
 - iv. The appellant has been denied participation by a previous hearing and cannot provide evidence that circumstances relevant to Program eligibility have changed in such a way as to justify a hearing.

2. State Agency Responsibilities:

- a. All requested fair hearings shall be conducted by DPHHS within three weeks of the date the Department received the request for the hearing. Those requesting the hearing shall be notified in writing a minimum of ten days in advance of the time and place of the hearing and of the hearing procedure. The hearing will be conducted in accordance with 7 CFR 247.33(a). The hearing will be conducted by a fair and impartial hearing official, and the appellant shall be notified in writing of the decision of the hearing official and reasons for it within 45 days of the receipt of the request for a fair hearing. All decisions shall comply with Federal laws and regulations, and be based on the facts found in the hearing record alone, and the parties will be notified of their right to appeal the decision to district court within 30 days. The hearing official's decision is binding on the State Office and Local Agency, and if in favor of the appellant, program benefits shall begin for an applicant and continue for a participant within the 45 day limit.
- b. If the decision is in favor of the appellant and benefits were denied or discontinued, benefits shall begin immediately.
- c. If the decision concerns disqualification and is in favor of the agency, as soon as administratively feasible, the local agency shall terminate any continued benefits, as determined by the hearing official.
- d. If the decision regarding repayment of benefits by the appellant is in favor of the agency, the State or local agency shall resume its efforts to collect the claim, to include the value of benefits received during the time that the hearing was pending, as well as for any previous period, in its initiation and pursuit of a claim. even during the period of an appeal of a local-level fair hearing decision to the State Agency.
- a. All records of the hearing shall be retained in accordance with 7 CFR 247.29 and shall be available to the appellant or representative.

PURSUIT OF CLAIMS AGAINST PARTICIPANT

The State shall ensure that a local agency initiates a claim against a participant when the value of the USDA Foods received exceeds \$100.00 to recover the value of CSFP foods improperly received or used if the local agency determines the participant, or the parent or caretaker of the participant, fraudulently received or used the USDA Foods.

Fraud includes intentionally making false or misleading statements, or intentionally withholding information, to obtain CSFP foods, or the selling or exchange of CSFP foods for non-food items.

Local Agency Responsibilities for Pursuit of Claims

1. Issue a letter demanding repayment for the value of the USDA Foods improperly received or used when the value exceeds \$100.00 and notify the state agency of the action;
2. If repayment is not made in a timely manner, take additional collection actions that are cost-effective in accordance with the standards established by the State; and
3. Maintain all records regarding claims actions taken against participants, in accordance with 7 CFR 247.29.
4. Advise the participant of the opportunity to appeal the claim through the fair hearing process, in accordance with 7 CFR 247.33(n); and
5. Disqualification of the participant according to the procedures for "Disqualification" stated above.

STATE REQUIREMENT NUMBER TEN – MEETING THE NEEDS OF THE HOMEBOUND PARTICIPANTS

Homebound participants are defined as persons who are, in the judgment of the local agency, unable to obtain monthly food packages without assistance provided by or through the local agency.

Definition of a disability is defined as a physical or mental impairment that substantially limits one or more of the major life activities of such individuals.

1. Certification. Homebound participants and persons with disabilities will be certified at their home or health clinic by CSFP staff or by other local agency staff. Volunteers can collect eligibility data, however, CSFP staff must finalize the certification.
2. Proxy. Homebound participants may designate an authorized representative (proxy) to receive their foods; or
3. Home Delivery. The food package will be delivered to homebound participants and persons with disabilities by volunteers willing to home deliver.

**STATE PLAN REQUIREMENT NUMBER ELEVEN – COPIES OF ALL AGREEMENTS
ENTERED INTO BY THE STATE AGENCY FOR CSFP**

The State contracts annually with the twelve Local Agencies listed in State Plan Requirement Number One. Each Agreement is identical; a copy of the FFY2025 Agreements is attached as Attachment B.

ATTACHMENT A

FFY2025 CSFP CONTRACTORS' REMOTE LOCATIONS

Agencies are contracted by the state to provide CSFP services in their areas. Currently there are 12 Local Agency Contracts renewed annually.

GALLATIN VALLEY FOOD BANK - Area IX HRDC

602 BOND

BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belgrade – Issuance – Mobile Delivery – 586-7600

Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600

Bozeman – Issuance - Bozeman Sr. Center – 807 N. Tracy – 586-2421

Clyde Park – Issuance – Livingston Food Pantry - 222-5335

Emigrant – Issuance – Livingston Food Pantry – 222-5335

Ennis – Issuance – Mobile Delivery – 586-7600

Gallatin Gateway – Issuance – Mobile Delivery – 586-7600

Gardiner – Issuance – Gardiner Food Pantry – 222-5335

Harrison-Issuance – Mobile Delivery – 586-7600

Livingston – Issuance – Livingston Food Pantry – 222-5335

Manhattan – Issuance – Mobile Delivery – 586-7600

Pony – Issuance – Mobile Delivery – 586-7600

Pray – Issuance – Mobile Delivery – 586-7600

Three Forks – Issuance – Mobile Delivery – 586-7600

West Yellowstone – Issuance – Gallatin Valley Food Bank

Wilsall – Issuance – Mobile Delivery – 222-5335

Willow Creek – Issuance – Mobile Delivery – 586-7600

COUNTIES SERVED: Gallatin, Madison and Park

FAMILY SERVICES

3927 1ST AVE SOUTH

BILLINGS, MT 59101

COMMUNITIES AND SURROUNDING AREAS SERVED:

Ballantine – Mobile Delivery – (406) 259-2269

Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 –(406) 259-2269

Lewistown – Mobile Delivery –(406) 259-2269

Worden – Mobile Delivery –(406) 259-2269

COUNTIES SERVED: Fergus and Yellowstone

AREA V AGENCY ON AGING

1015 SOUTH MONTANA STREET

BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:

Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504

Butte – Certification and Issuance – 1015 S Montana – 782-5555

Deer Lodge – Certification and Issuance – Courthouse – 846-9789

Dillon – Certification and Issuance – Mobile Delivery – 865-0749

Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903

COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2

CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Sandy – Issuance - Sr Center – 378-2405

Browning – Certification and Issuance – Food Bank – 338-7340

Chester – Issuance – PO Box 13 – 759-5244

Choteau – Issuance – Mobile Delivery – 476-3424

Conrad – Certification and Issuance – 311 S. Virginia – 271-7553

Cut Bank – Issuance – 715 E Main – 873-2961

Dupuyer – Issuance – Mobile Delivery – 279-3527

Dutton – Issuance – Sr Center – 476-3227

Fairfield – Issuance – Mobile Delivery – 476-3424

Fort Benton – Issuance – 1408 Front Street – 622-3601

Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417

Havre – Area X Agency on Aging – 2 2nd St West – 265-5464

Heart Butte – Certification and Issuance – Sr Center – 338-2222

Kevin – Issuance – Mobile Delivery

Power – Issuance – Mobile Delivery – 476-3424

Shelby – Issuance – 739 N Benton – 434-2992

Sunburst – Issuance – Mobile Delivery

Valier – Issuance – Mobile Delivery – 279-3527

COUNTIES SERVED: Blaine, Choteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309

2030 NO MERRILL

GLENDIVE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:

Baker – Certification and Issuance – PO Box 1025 – 778-3595

Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646 (Manor),

Delivery – 119 N. Park Avenue

Circle – PO Box 442, 485-2418

Ekalaka – Certification and Issuance – PO Box 504 – 775-8751

Forsyth – Certification and Issuance – PO Box 1256 – 346-2878

Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500
Glendive – Certification and Issuance – PO Box 1309/2030 N Merrill Ave – 377-3564
Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886
Jordan – Certification and Issuance – PO Box 364 - 852-4588
Malta – Certification and Issuance – PO Box 1267 – 654-1235
Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482
Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412
Sidney – Certification and Issuance – 2190 W. Holly Street ,433-3701
Terry – Certification and Issuance – PO Box 873 - 635-5364
Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645
Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221
COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

ST. VINCENT de PAUL

426 CENTRAL AVENUE WEST
GREAT FALLS, MT 59404

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belt – Issuance – Mobile Delivery – 761-0111
Cascade – Issuance – Mobile Delivery – 761-0111
Centerville – Issuance – Mobile Delivery – 761-0111
Great Falls – Certification and Issuance and Mobile Delivery – 761-0111
Fort Shaw – Issuance – Mobile Delivery – 761-0111
Monarch – Issuance – Mobile Delivery – 761-0111
Neihart – Issuance – Mobile Delivery – 761-0111
Ulm – Issuance – Mobile delivery – 761-0111
Vaughn – Issuance – Mobile Delivery – 761-0111
COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING

310 OLD CORVALLIS RD
HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:

Corvallis - Mobile and Home Delivery & Certification - 363-5690
Darby - Mobile and Home Delivery & Certification - 363-5690
Florence – Home Delivery & Certification - 363-5690
Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690
Stevensville - Mobile and Home Delivery & Certification - 363-5690
Sula – Mobile and Home Delivery & Certification - 363-5690
Victor - Mobile and Home Delivery & Certification - 363-5690

COUNTY SERVED: Ravalli

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA

201 SO LAST CHANCE GULCH

HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:

Augusta – Issuance – 134 Main St – 562-3623

Avon-@ Avon Post Office

Boulder – Issuance –201 Main St. – 225-3656

Elliston-@ Post Office

East Helena – Issuance @ Methodist Church – 50 Prickly Pear Ave.

Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance – Helena

Food Share – 1616 Lewis – 443-3663

Lincoln – Issuance – Main St – 362-4504

Townsend – Issuance – 516 2nd St – 266-3995

White Sulphur Springs – Issuance – Mobile Delivery – 547-3651

Whitehall – Issuance - 3 No. Division – 287-5336

Wolf Creek – Issuance – Wolf Creek School – no phone

COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK

1203 HIGHWAY 2 WEST – SUITE 2

KALISPELL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:

Kalispell – Certification - Issuance - Mobile Delivery – 752-3663

Big Fork – Issuance – Mobile Delivery

Columbia Falls – Issuance – Mobile Delivery

Coram – Issuance – Mobile Delivery

Hungry Horse – Issuance – Mobile Delivery

Lakeside – Issuance – Mobile Delivery

Marion – Issuance – Mobile Delivery

Martin City – Issuance – Mobile Delivery

Whitefish – Issuance – Mobile Delivery

COUNTY SERVED: Flathead

MISSOULA FOOD BANK

1720 WYOMING ST

MISSOULA, MT 59801

COMMUNITIES AND SURROUNDING AREAS SERVED:

Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543

Arlee – Issuance – Pick-up Only – 549-0543

Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543

Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543
Drummond – Issuance – Pick-up Only – 549-0543
East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543
Florence – Issuance – Pick-up Only – 549-0543
Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543
Huson – Issuance – Pick-up & Mobile Delivery – 549-0543
Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543
Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543
Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543
Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543
Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543
COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING

110 MAIN STREET – SUITE 5
POLSON, MT 59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:

Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343
Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery
Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery
Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery
Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery
Lake County COA - Certification – 528 Main St – Ronan – 676-2367
Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367
St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367
Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367
Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367
Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367
Polson Senior Center - Both pickup and Mobile Delivery – 883-4735
Elmo – Mobile Delivery – 676-2367
Mineral County – St. Regis Community Center – 678-4240
St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop – 649-2637 - Both pickup and Mobile Delivery
Superior – Mobile Delivery out of St. Regis – 649-2637
Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery
Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139
Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery
Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both pickup and Mobile Delivery
Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and

Mobile Delivery

COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING

PO BOX 127

1502 4TH ST WEST

ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 – 932-4587 – Sweet Grass County service area

Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-3462 – Big Horn County service area

Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569 Wheatland County service area

Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 – 962-3800 – Carbon and Stillwater Counties

Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 - 477-8707 – N. Cheyenne Reservation service area

Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St, Roundup 59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County service area

COUNTIES SERVED: Bighorn, Carbon, Golden Valley, Judith Basin, Musselshell, Petroleum, Stillwater, Sweet Grass, and Wheatland.

ATTACHMENT B
Agreements entered into by the State agency

**CONTRACT FOR
COMMODITY SUPPLEMENTAL FOOD PROGRAM
CONTRACT HHS-HCSD-00001059
DPHHS 25027210040**

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202925, Helena, MT, 59601, Phone Number (406) 444-0640, and Fax Number (406) 444-2547, and Action for Eastern Montana (the "Contractor"), whose contact information is as follows: Federal Tax ID 81-0297418, UEI Number L3FTXA5RQ9B5, P.O. Box 1309, Glendive, Montana, 59330-1309, Phone Number (406) 377-3564; respectively (collectively, the "Parties").

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties to establish and operate the United States Department of Agriculture, Food and Nutrition Services, Commodity Supplemental Food Program (hereinafter referred to as the "USDA", "FNS", "CSFP") and to provide supplemental foods and nutrition education to eligible persons through state or local agencies, (the "Services"), as more particularly described in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Income Guidelines
 - 4. Attachment C: Caseload Assignments
 - 5. Attachment D: CSFP Contractors Remote Locations
 - 6. Attachment E: Federal and State Law Requirements
 - 7. Attachment F: Insurance Requirements
 - 8. Attachment G: Assurances
 - 9. Attachment H: FFATA

SECTION 2. TERM OF CONTRACT

The term of this Contract is from October 01, 2024 through September 30, 2025 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This Contract, including any renewals, may not exceed a total of 7 years.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor a total of \$3,942 for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

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

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

The Department will reimburse an amount identified in Attachment C per eligible client household served per month not to exceed the assigned annual caseload listed in Attachment C of this agreement 000 under FFY25 and not to exceed a total contract amount of \$3,942 through September 30, 2025. The Department will issue a formal Award Letter indicating the caseload assignment to the agency, and the reimbursement amount. Caseloads may fluctuate between agencies depending on the current need of the clients within the service area.

1. Payment to the Contractor shall be made to:

Action for Eastern Montana
P.O. Box 1309
Glendive, MT 59330-1309

2. The Contractor must request reimbursement for actual allowable expenditures incurred on an invoice form provided by the Department by the 10th of the month following the month in which the Contractor made the expenditure. An accounting system generated report itemizing all services and expenses for reimbursement, must accompany each invoice and must support the amount request on the invoice. The Department shall issue payment to the Contractor within 30 days following receipt of an invoice from the Contractor for all verified expenditures. Reimbursement of expenditures may be delayed for failure to provide complete and accurate documentation as requested by the Department; and

3. No additional costs will be paid under the contract as reimbursement is based solely on the number of clients served.

C. Adjustments to Consideration

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

An advance in the amount of 1/12th of the contract upon request by the Contractor and at the discretion of the Department, may be granted upon execution of this Task Order and receipt of a completed invoice. If an advance of more than 1/12th of the contract is requested the Contractor must have written approval from the department.

D. Sources of Funding

The sources of the funding for this Contract are 100% from a grant from USDA, CFDA Number 10.565.

E. Erroneous and Improper Payments

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

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 4. PREVAILING WAGE REQUIREMENTS, RESERVED**SECTION 5. COST ADJUSTMENTS**

Cost Increase by Mutual Agreement. After the Contract's initial term and if the Department agrees to a renewal, the parties may agree upon a cost increase. The Department is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

SECTION 6. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The Department's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, The Department may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 7. CREATION AND RETENTION OF RECORDS

A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal

law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.

- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 8. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

- E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.
- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 10. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 11. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 12. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment F, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 13. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or

other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 14. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment E to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment G and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. The following information may be required pursuant to 2 CFR 200:
 - 1. Recipient Name: Action for Eastern Montana, Inc.
 - 2. Recipient Unique Entity Identifier: L3FTXA5RQ9B5
 - 3. Unique Federal Award Identification Number (FAIN): 253MT815Y8005
 - 4. Federal Award Date: October 2, 2024
 - 5. Period of Performance Start and End Date: October 1, 2024 through September 30, 2025
 - 6. Budget Period Start and End Date: October 1, 2024 through September 30, 2025
 - 7. Amount of Federal Funds Obligated by this Action: \$3,942
 - 8. Total Amount of Federal Funds Obligated: \$3,942
 - 9. Total Approved Cost Sharing, where applicable: \$0.00
 - 10. Total Amount of the Federal Award including approved Cost Sharing: \$97,803
 - 11. Budget Approved by the Federal Agency:

FNS Mountain Plains Regional Office
Food and Nutrition Service

1244 Speer Blvd., Suite 903
Denver, CO 80204-3585

12. Federal Award Description: Commodity Supplemental Food Program

13. Name

13.1 Federal Awarding Agency: U.S. Department of Agriculture - Food and Nutrition Service

13.2 Pass Through & Contact Information:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helena, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

14. Assistance Listings Number and Title – the pass-through entity must identify the dollar amount made available under each federal award and ALN:

10.565-Commodity Supplemental Food Program

15. Identification of whether the Award is R&D: No

16. Indirect Cost Rate for the Federal award: See Section 3.B.3.

I. 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 30-20-301 MCA.

SECTION 15. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. § 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website.

SECTION 16. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract 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 Contract, shall be delivered to the Department.

SECTION 17. INTELLECTUAL PROPERTY/OWNERSHIP, RESERVED
SECTION 18. PATENT AND COPYRIGHT PROTECTION, RESERVED
SECTION 19. CONTRACT PERFORMANCE SECURITY, RESERVED

SECTION 20. CONTRACT OVERSIGHT, RESERVED

SECTION 21. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person. Personal Information that can be used to distinguish or trace an individual's identity (PII)
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other 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 to whom or which the information pertains;
- and

3. with the review and approval by the Department prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 22. PROPRIETARY INFORMATION

- A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 23. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS, RESERVED

SECTION 24. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party 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.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. 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 Contract 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.”

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract 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 Contract.
- D. 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 contract monies to describe and promote services provided through this Contract.

SECTION 25. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 26. LIAISON AND SERVICE OF NOTICES

- A. Sara Loewen, or their successor, will be the liaison for the Department. Contact information is as follows:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

Cindy Larsen, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Cindy Larsen,
2030 N. Merrill
P.O. Box 1309
Glendive, MT, 59330-1309
Phone Number (406) 687-3564
Fax Number (406) 377-3570
c.larsen@aemt.org

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

SECTION 27. IDENTIFICATION/SUBSTITUTION OF PERSONNEL

The personnel identified or described in Contractor's proposal shall perform the services provided for the Department under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The Department reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. The Department's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. The Department reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

SECTION 28. MEETINGS

- A. Technical or Contractual Problems. Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.
- B. Progress Meetings. During the term of this Contract, the Department's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the Department's progress in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the Department to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- C. Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.
- D. The Department's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if

such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

SECTION 29. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 30. CONTRACT TERMINATION

- A. Subject to Section 30. E. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. Subject to Section 30. E. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. Subject to Section 30. E. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
 - 1. federal or state funding for this Contract becomes unavailable or reduced for any reason;
 - 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the

Department access to the Contractor's facilities, records and materials to fulfill these requirements.

E In accordance with 7 CFR §250.4(c) (4) and 7 CFR §247.4(b)(6) which relate to the termination of agreements:

1. Termination by State agency.
 - a. The State agency may terminate an eligible recipient agency's participation in CSFP or may be required to terminate an eligible recipient agency's participation, in whole or in part, if the eligible recipient agency does not comply with the program provisions and requirements. The State agency must notify the eligible recipient agency in writing of the termination, the reasons for the action, and the effective date, and must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
 - b. The State agency may terminate an eligible recipient agency's participation in CSFP upon 30 days' written notice to the eligible recipient agency. The State agency must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
2. Termination by eligible recipient agency. The eligible recipient agency may terminate its participation in the program, in whole or in part, upon written notification to the State agency, stating the reasons and effective date of the action. In accordance with 7 CFR §247.4(b)(6), which relates to the termination of agreements, the eligible recipient agency must provide, at minimum, 30 days' written notice.
3. Termination by mutual agreement. The eligible recipient agency's program may also be terminated, in whole or in part, if both the State and eligible recipient agency agree that the action would be in the best interest of the program. The two parties must agree upon the conditions of the termination, including the effective date.

SECTION 31. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor,

the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F.** Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 32: TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract 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 Contract or particular work under this Contract. 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 Contract, 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 Contract rates. If State terminates a project or this Contract 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.

SECTION 33. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 34. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

SECTION 35. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

- A. Contract

This Contract consists of Sixteen (16) numbered pages, any Attachments listed in Section 1 as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

C. Amendment

Any amendment or modification must be in a written agreement signed by the parties.

AUTHORITY TO EXECUTE

The Terms and Conditions of Contract Number 25027210040.

The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

Signed by:
 BY: Charles T. Brereton Director Date: 1/22/2025
0E90064370A54E3...
 Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, HUMAN COMMUNITY SERVICES DIVISION

Approved as to Form:

DocuSigned by:
 BY: Alisha Baker Contract Manager & Financial Specialist Date: 1/7/2025
08ECEDE0B9F84AA...
 Contract Officer

CONTRACTOR

Signed by:
 BY: Cindy Larsen CEO Action for Eastern MT Date: 1/8/2025
C258F3B03BC34A1...
 Authorized Signer

ATTACHMENT A

SCOPE OF WORK

This Contract shall govern the distribution of food commodities to eligible households living within the geographic boundaries of the Program Service Area of the "CSFP" Local Agency Contractor in accordance with the USDA approved Montana CSFP State Plan, 7 CFR Part 247 as revised April 15, 2013; 2 CFR 200; and 7 CFR, Part 250, Subchapter B.

SERVICES TO BE PROVIDED

A. The Contractor must provide the following goods or services:

For this contract period, the Contractor is assigned a caseload per month as indicated in Attachment C. The Contractor may not exceed their caseload unless approved in advance by the Department and maximize participation by distributing "unclaimed food packages" to certified waiting list person(s) as stated in Attachment C. At the option of the Department, the Contractor's caseload slots may be increased if slots are available and the Contractor can provide evidence the additional slots will be utilized, or may be decreased if unused or if the total slots to the Department are decreased by USDA; confirmation of any increase or decrease shall be made by the issuance of a new Attachment C-4 by e-mail or facsimile and/or mail, in which case Attachment C-4 will become a part of this contract without a written amendment of the contract signed by the parties. Certification for eligible persons will be in accordance with 7 CFR Part 247.8, Part 247.9, Part 247.15, Part 247.16 and Part 247.17. Note: 2008 Farm Bill removed the priority system for assigning caseloads.

B. The Contractor agrees to:

1. administer the CSFP in accordance with the USDA approved Montana State CSFP Plan, provisions of 7 CFR 247, and with the provision of part 7 CFR 250 of this Chapter unless they are inconsistent with the provisions of 247 as listed in Section 2, above at the certification and distribution sites listed for the Contractor in Attachment D;
2. be responsible and maintain appropriate insurance coverage for any loss resulting from improper distribution, or improper storage, care or handling of commodities;
3. be responsible for any misuse of program funds received under this program
4. maintain and operate a CSFP office, storage and issuance facility(ies) and training of staff and volunteers that includes annual Civil Rights training and documentation;
5. maintain acceptable USDA security and storage standards in accordance with 7 CFR 250.14 for USDA Commodities held in its storage facilities against loss by fire, flood, theft or vandalism;
6. complete and provide to the Department all forms, reports and supporting documentation as requested by the Department;
7. provide to the Department within 30 days of receipt, a copy of the Audit Report from the most recently completed single agency audit which conforms with the requirements set forth in 2 CFR 200.501.

8. provide nutrition education as required in 7 CFR 247.18 and advise participants of the importance of health care;
9. provide written information on at least one occasion to participants or their legal representative(s) on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR 247.14 to include:
 - a. the following programs to each elderly applicant, participant or legal representative:
 - i. the Supplemental Security Income benefits provided under Title XVI of the Social Security Act,
 - ii. the Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
 - iii. the Food Stamp Program.
10. determine client eligibility for services under this contract within 10 days of application; each application to be date stamped upon receipt:
 - a. in accordance with the requirements of Section 8, Limitations and Eligibility;
 - b. take steps to prevent and detect dual participation, as required in 7 CFR 247.19;
 - c. provide notification of eligibility to include information on the time, location, and means of food distribution, and the length of the certification period; or,
 - d. provide written notification of placement on a waiting list for categorically eligible clients when maximum caseload is being utilized by the local agency; or,
 - e. provide written notification of ineligibility within 10 days of application and must include reason for ineligibility, statement of an individual's right to a fair hearing to appeal the decision in accordance with 7 CFR 247.33(a) and a statement that program standards are applied without discrimination by race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
11. notification of discontinuance must be made in writing 15 days before the effective date of the discontinuance according to the following:
 - a. notification must be made when there is evidence that a participant is no longer eligible for CSFP benefits during the certification period; or,
 - b. when there is a lack of resources necessary to continue providing benefits to the participant; and,
 - c. must include the effective date of discontinuance, the reason for the discontinuance, a statement of the individual's right to appeal the discontinuance through the fair hearings process in accordance with 7 CFR 247.33(a) and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or

funded

by

USDA.

12. distribute and use of CSFP commodities in accordance with the FNS approved food package guide rate and in accordance with 7 CFR 247.10 to eligible persons up to but not exceeding the assigned caseload slots as stated in A. of this Section, above; to include;
 - a. order only the amount of food necessary for a full food package distribution for the pre-determined monthly or every two-month cycle by adjusting for physically counted remaining inventory from the previous cycle;
 - b. submit orders to the Department to allow sufficient time for the order to be processed, scheduled and delivered;
 - c. require proper identification be presented by each participant or participant's proxy prior to issuance of the food package;
 - d. for each distribution cycle maintain food package issuance records at a minimum to include cycle month(s)/year, client name, total served and an authorized issuance site signatory;
 - a. no excess inventory be maintained, unless authorized in writing by Department, beyond that of uneven case units and no show/unissued food packages (example: 12 cheese to case, 11 assigned clients = 1 excess unit, 10 picked up and 1 unit no show = 2 units remaining). Any remaining inventory must be accounted for in monthly inventory reports and included in the next distribution cycle.
 13. Make available for inspection to representatives of the State agency, it's representatives or the USDA during normal business hours or at other reasonable times the USDA Foods in storage and the facilities or warehouse used in the handling and storage of these foods;
 14. conduct program outreach activities and maintain a waiting list of unserved clients that exceed the slots allocated to the Contractor of Attachment C according to the requirements of 7 CFR 247.11; and,
 15. pursue claims in excess of \$100 against participants determined to have improperly received commodities to recover the cost of the commodities received or improperly used according to 7 CFR 247.30 (c).
 16. require all sub-agency contractors to comply with regulations found at 7 CFR 16 related to equal opportunity for faith-based organizations that operate USDA programs, and religious protections for USDA program beneficiaries.
 17. comply with all requirements relating to food safety and food recalls.
- C. Time is of the essence under this contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
- D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified, and credentialed as required by law.

- E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this contract.

REPORTS

- A. The Contractor agrees to collect data, complete and submit all reports and documents as requested by the Department and in accordance with the guidelines and specifications established by the CFR and state plan.
- B. The Contractor shall submit:
1. The FNS-153, Monthly Report of the Commodity Supplemental Food Program ***on or before the 15th of the month, following the monthly period covered by the report.*** THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT;
 2. a Department invoice at least monthly claiming reimbursement for the number of participants served during the invoice period by month with supporting documentation;
 3. the FNS-191 Racial/Ethnic Report annually based on the April participation by June 15th; and
 4. a final invoice consisting of the report indicated in number 1 of this Part and any unexpended funds, is due no later than October 31, 2025.

ATTACHMENT B

INCOME GUIDELINE

FFY 2025 Initial Exhibit B						
2025 Commodity Supplemental Food Program (CSFP)						
ELDERLY INCOME GUIDELINES						
130% OF POVERTY LEVEL OR LESS						
Guidelines Effective February 6, 2024						
130% OF POVERTY INDEX						
CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY						
HOUSEHOLD SIZE	FEDERAL POVERTY 2024 GUIDELINES ANNUAL	ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY
1	\$15,060	\$19,578	\$1,632	\$816	\$753	\$377
2	\$20,440	\$26,572	\$2,215	\$1,108	\$1,022	\$511
3	\$25,820	\$33,566	\$2,798	\$1,399	\$1,291	\$646
4	\$31,200	\$40,560	\$3,380	\$1,690	\$1,560	\$780
5	\$36,580	\$47,554	\$3,963	\$1,982	\$1,829	\$915
6	\$41,960	\$54,548	\$4,546	\$2,273	\$2,098	\$1,049
7	\$47,340	\$61,542	\$5,129	\$2,565	\$2,367	\$1,184
8	\$52,720	\$68,536	\$5,712	\$2,856	\$2,636	\$1,318
For each add'l family member, add.....	\$5,380	\$6,994	\$583	\$292	\$269	\$135
Based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #89 FR 2961, pages 2961-2963 Document #2024-00796						

ATTACHMENT C

CASELOAD ASSIGNMENTS
Federal Fiscal Year 2025, 10/1/2024 to 9/30/2025

- This table represents the monthly and total annual caseload assignments for FY25.
- The reimbursement rate starting 10/1/2024 will be \$4.30 per case. This rate may fluctuate and will be updated with the reassessed caseloads and provided through an award letter as referenced in Section 3: Considerations and Payments (B).
- The current column for 1/1/25-9/30/25 is an estimate. Adjusted caseloads will be assigned beginning January 1, 2025.
- Local agencies may not exceed their total annual caseload assignment.
- Caseloads may be reassessed MONTH-BY-MONTH, any new caseload assignments will be provided through an award letter throughout the remainder of FFY 2025 as referenced in Section 3: Considerations and Payments (B).

<i>Updated 7/1/2024</i>	Caseloads		
AGENCY NAME	10/1/24 to 12/31/24	Estimated 1/1/25 to 9/30/25	Total Annual Caseload
AREA V AGENCY ON AGING - BUTTE	297	297	3564
DISTRICT 9 HRDC-GVFB – BOZEMAN	236	236	2832
N. CENTRAL AOA – CONRAD	201	201	2412
HILL COUNTY AOA - HAVRE	90	90	1080
ACTION FOR E. MONTANA - GLENDIVE	336	336	4032
ST. VINCENT DE PAUL - GREAT FALLS	336	336	4032
ROCKY MOUNTAIN DEV COUNCIL - HELENA	393	393	4716
FLATHEAD FOOD BANK - KALISPELL	300	300	3600
MISSOULA FOOD BANK - MISSOULA	463	463	5556
AREA VI AOA - POLSON	723	723	8676
AREA II AOA – ROUNDUP	562	562	6744
FAMILY SERVICES-BILLINGS	304	304	3648
RAVALLI COUNTY COA - HAMILTON	180	180	2160
CASELOAD TOTALS	4421	4421	53,052

FEDERAL REGULATIONS 7 CFR 247.21: The state agency is assigned a base caseload for each caseload cycle. The base caseload is determined by the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year.

Caseload means the number of persons the State agency may serve on an average monthly basis over the course of the caseload cycle.

Caseload cycle means the period from January 1 through the following December 31.

Final caseload assignments are issued within 30 days after enactment of appropriations legislation covering the full fiscal year.

ATTACHMENT D
FFY2025
CSFP CONTRACTORS' REMOTE LOCATIONS

Agencies are contracted by the state to provide CSFP services in their areas. Currently there are 12 Local Agency Contracts renewed annually.

GALLATIN VALLEY FOOD BANK - Area IX HRDC

602 BOND
BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belgrade – Issuance – Mobile Delivery – 586-7600
Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600
Bozeman – Issuance - Bozeman Sr. Center – 807 N. Tracy – 586-2421
Clyde Park – Issuance – Livingston Food Pantry - 222-5335
Emigrant – Issuance – Livingston Food Pantry – 222-5335
Ennis – Issuance – Mobile Delivery – 586-7600
Gallatin Gateway – Issuance – Mobile Delivery – 586-7600
Gardiner – Issuance – Gardiner Food Pantry – 222-5335
Harrison-Issuance – Mobile Delivery – 586-7600
Livingston – Issuance – Livingston Food Pantry – 222-5335
Manhattan – Issuance – Mobile Delivery – 586-7600
Pony – Issuance – Mobile Delivery – 586-7600
Pray – Issuance – Mobile Delivery – 586-7600
Three Forks – Issuance – Mobile Delivery – 586-7600
West Yellowstone – Issuance – Gallatin Valley Food Bank
Wilsall – Issuance – Mobile Delivery – 222-5335
Willow Creek – Issuance – Mobile Delivery – 586-7600
COUNTIES SERVED: Gallatin, Madison and Park

FAMILY SERVICES

3927 1ST AVE SOUTH
BILLINGS, MT 59101

COMMUNITIES AND SURROUNDING AREAS SERVED:

Ballantine – Mobile Delivery – (406) 259-2269
Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 –(406) 259-2269
Lewistown – Mobile Delivery –(406) 259-2269
Worden – Mobile Delivery –(406) 259-2269
COUNTIES SERVED: Fergus and Yellowstone

AREA V AGENCY ON AGING

1015 SOUTH MONTANA STREET
BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:

Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504
Butte – Certification and Issuance – 1015 S Montana – 782-5555

Deer Lodge – Certification and Issuance – Courthouse – 846-9789
Dillon – Certification and Issuance – Mobile Delivery – 865-0749
Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903
COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2
CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Sandy – Issuance - Sr Center – 378-2405
Browning – Certification and Issuance – Food Bank – 338-7340
Chester – Issuance – PO Box 13 – 759-5244
Choteau – Issuance – Mobile Delivery – 476-3424
Conrad – Certification and Issuance – 311 S. Virginia – 271-7553
Cut Bank – Issuance – 715 E Main – 873-2961
Dupuyer – Issuance – Mobile Delivery – 279-3527
Dutton – Issuance – Sr Center – 476-3227
Fairfield – Issuance – Mobile Delivery – 476-3424
Fort Benton – Issuance – 1408 Front Street – 622-3601
Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417
Havre – Area X Agency on Aging – 2 2nd St West – 265-5464
Heart Butte – Certification and Issuance – Sr Center – 338-2222
Kevin – Issuance – Mobile Delivery
Power – Issuance – Mobile Delivery – 476-3424
Shelby – Issuance – 739 N Benton – 434-2992
Sunburst – Issuance – Mobile Delivery
Valier – Issuance – Mobile Delivery – 279-3527
COUNTIES SERVED: Blaine, Choteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309
2030 NO MERRILL
GLEN DIVE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:

Baker – Certification and Issuance – PO Box 1025 – 778-3595
Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646 (Manor), Delivery – 119 N. Park Avenue
Circle – PO Box 442, 485-2418
Ekalaka – Certification and Issuance – PO Box 504 – 775-8751
Forsyth – Certification and Issuance – PO Box 1256 – 346-2878
Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500
Glendive – Certification and Issuance – PO Box 1309/2030 N Merrill Ave – 377-3564
Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886
Jordan – Certification and Issuance – PO Box 364 - 852-4588
Malta – Certification and Issuance – PO Box 1267 – 654-1235
Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482
Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412
Sidney – Certification and Issuance – 2190 W. Holly Street ,433-3701
Terry – Certification and Issuance – PO Box 873 - 635-5364

Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645

Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221

COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

ST. VINCENT de PAUL

426 CENTRAL AVENUE WEST

GREAT FALLS, MT 59404

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belt – Issuance – Mobile Delivery – 761-0111

Cascade – Issuance – Mobile Delivery – 761-0111

Centerville – Issuance – Mobile Delivery – 761-0111

Great Falls – Certification and Issuance and Mobile Delivery – 761-0111

Fort Shaw – Issuance – Mobile Delivery – 761-0111

Monarch – Issuance – Mobile Delivery – 761-0111

Neihart – Issuance – Mobile Delivery – 761-0111

Ulm – Issuance – Mobile delivery – 761-0111

Vaughn – Issuance – Mobile Delivery – 761-0111

COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING

310 OLD CORVALLIS RD

HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:

Corvallis - Mobile and Home Delivery & Certification - 363-5690

Darby - Mobile and Home Delivery & Certification - 363-5690

Florence – Home Delivery & Certification - 363-5690

Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690

Stevensville - Mobile and Home Delivery & Certification - 363-5690

Sula – Mobile and Home Delivery & Certification - 363-5690

Victor - Mobile and Home Delivery & Certification - 363-5690

COUNTY SERVED: Ravalli

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA

201 SO LAST CHANCE GULCH

HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:

Augusta – Issuance – 134 Main St – 562-3623

Avon-@ Avon Post Office

Boulder – Issuance –201 Main St. – 225-3656

Elliston-@ Post Office

East Helena – Issuance @ Methodist Church – 50 Prickly Pear Ave.

Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance – Helena Food Share – 1616 Lewis – 443-3663

Lincoln – Issuance – Main St – 362-4504

Townsend – Issuance – 516 2nd St – 266-3995

White Sulphur Springs – Issuance – Mobile Delivery – 547-3651

Whitehall – Issuance - 3 No. Division – 287-5336

Wolf Creek – Issuance – Wolf Creek School – no phone

COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK

1203 HIGHWAY 2 WEST – SUITE 2

KALISPELL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:

Kalispell – Certification - Issuance - Mobile Delivery – 752-3663

Big Fork – Issuance – Mobile Delivery

Columbia Falls – Issuance – Mobile Delivery

Coram – Issuance – Mobile Delivery

Hungry Horse – Issuance – Mobile Delivery

Lakeside – Issuance – Mobile Delivery

Marion – Issuance – Mobile Delivery

Martin City – Issuance – Mobile Delivery

Whitefish – Issuance – Mobile Delivery

COUNTY SERVED: Flathead

MISSOULA FOOD BANK

1720 WYOMING ST

MISSOULA, MT 59801

COMMUNITIES AND SURROUNDING AREAS SERVED:

Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543

Arlee – Issuance – Pick-up Only – 549-0543

Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543

Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543

Drummond – Issuance – Pick-up Only – 549-0543

East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543

Florence – Issuance – Pick-up Only – 549-0543

Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543

Huson – Issuance – Pick-up & Mobile Delivery – 549-0543

Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543

Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543

Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543

Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543

Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543

COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING

110 MAIN STREET – SUITE 5

POLSON, MT 59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:

Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343

Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery

Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery

Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery

Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery

Lake County COA - Certification – 528 Main St – Ronan – 676-2367

Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367
St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367
Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367
Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367
Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367
Polson Senior Center - Both pickup and Mobile Delivery – 883-4735
Elmo – Mobile Delivery – 676-2367
Mineral County – St. Regis Community Center – 678-4240
St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop –
649-2637 - Both pickup and Mobile Delivery
Superior – Mobile Delivery out of St. Regis – 649-2637
Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery
Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139
Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery
Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both
pickup and Mobile Delivery
Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and Mobile
Delivery
COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING

PO BOX 127
1502 4TH ST WEST
ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 –
932-4587 – Sweet Grass County service area
Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-
3462 – Big Horn County service area
Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569
Wheatland County service area
Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 –
962-3800 – Carbon and Stillwater Counties
Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 -
477-8707 – N. Cheyenne Reservation service area
Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St,
Roundup 59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County service
area

COUNTIES SERVED: Bighorn, Carbon, Golden Valley, Judith Basin, Musselshell, Petroleum,
Stillwater, Sweet Grass, and Wheatland.

ATTACHMENT E

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 Work Place. 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.fsrs.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: BFSD-FFATA Reporting
 PO Box 4210
 Helena, MT 59604-4210
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. Contractor 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. Contractor/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 telephone (currently 866-606-8220) or the internet (currently at 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);
 - (7) 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
 - (8) 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 F

Rev. 8/1/2024

INSURANCE REQUIREMENTS

I. General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connections with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

II. Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

III. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as a certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor's must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

IV. Insurance Requirements.

Specific Requirements for Compliance With Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are

State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability:

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right do subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver or subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor's insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insured for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

Specific Requirements for Automobile Liability:

Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Specific Requirements for Professional Liability: Not Applicable to this Contract

Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$ 1,000,000 per occurrence and \$ 2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside of the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

ATTACHMENT G**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**, Action for Eastern Montana, 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

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](http://www.hhs.gov/hipaa)
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: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be

denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Will additionally comply with: (a) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (b) 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; (c) §§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; (d) 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; (e) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (f) 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.

CONTRACTOR

Signed by:
BY: Cindy Larsen CEO Action for Eastern MT Date: 1/8/2025
C258F3E03BC34A1
Authorized Signer

DISCLOSURE OF LOBBYING ACTIVITIES**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

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

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

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

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

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

ATTACHMENT H**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 >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number		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		Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	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		Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1		Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2		
FFATA-1-04-C	City		
FFATA-1-04-D	State		
FFATA-1-04-E	Zip+4		

FFATA-1-04-F	Congressional District		01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number		If not known, DPHHS will complete.
FFATA-1-06	Total Contract		Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	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		Provide City of primary performance.
FFATA-1-08-B	Primary Performance County		Provide County of primary performance.
FFATA-1-08-C	Primary Performance State		Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4		Provide Zip of primary performance.
FFATA-1-08-E	Congressional District		Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency		If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action		

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:
DPHHS CONTRACT #:
UEI #:
SUBMITTED BY:
INSERT DATE:
Is Subrecipient (Contractor) Exempt?

	Name	Total Compensation	Title
1.			
2.			
3.			
4.			
5.			

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

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

CONTRACTOR

Signed by:
BY: Cindy Larsen CEO Action for Eastern MT Date: 1/8/2025
C238F3B03BC34511
Authorized Signer

**CONTRACT FOR
COMMODITY SUPPLEMENTAL FOOD PROGRAM
CONTRACT HHS-HCSD-00001064
DPHHS 25027210110**

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202925, Helena, MT, 59601, Phone Number (406) 444-0640, and Fax Number (406) 444-2547, and Area 2 Agency on Aging, ("Contractor") whose contact information is as follows: Federal Tax ID 81-0346754, UEI Number NZ46XGH3LUJ6, P.O. Box 127, Roundup, MT, 59072, Phone Number (406) 323-1320, and Fax Number (406) 323-3859; respectively (collectively, the "Parties").

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties to establish and operate the United States Department of Agriculture, Food and Nutrition Services, Commodity Supplemental Food Program (hereinafter referred to as the "USDA", "FNS", "CSFP") and to provide supplemental foods and nutrition education to eligible persons through state or local agencies, (the "Services"), as more particularly described in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Income Guidelines
 - 4. Attachment C: Caseload Assignments
 - 5. Attachment D: CSFP Contractors Remote Locations
 - 6. Attachment E: Federal and State Law Requirements
 - 7. Attachment F: Insurance Requirements
 - 8. Attachment G: Assurances
 - 9. Attachment H: FFATA

SECTION 2. TERM OF CONTRACT

The term of this Contract is from October 01, 2024 through September 30, 2025 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This Contract, including any renewals, may not exceed a total of 7 years.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor a total of \$6,594 for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

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

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

The Department will reimburse an amount identified in Attachment C per eligible client household served per month not to exceed the assigned annual caseload listed in Attachment C of this agreement 000 under FFY25 and not to exceed a total contract amount of \$6,594 through September 30, 2025. The Department will issue a formal Award Letter indicating the caseload assignment to the agency, and the reimbursement amount. Caseloads may fluctuate between agencies depending on the current need of the clients within the service area.

1. Payment to the Contractor shall be made to:

Area 2 Agency on Aging
P.O. Box 127
Roundup, Montana 59072

2. The Contractor must request reimbursement for actual allowable expenditures incurred on an invoice form provided by the Department by the 10th of the month following the month in which the Contractor made the expenditure. An accounting system generated report itemizing all services and expenses for reimbursement, must accompany each invoice and must support the amount request on the invoice. The Department shall issue payment to the Contractor within 30 days following receipt of an invoice from the Contractor for all verified expenditures. Reimbursement of expenditures may be delayed for failure to provide complete and accurate documentation as requested by the Department; and

3. No additional costs will be paid under the contract as reimbursement is based solely on the number of clients served.

C. Adjustments to Consideration

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

D. Sources of Funding

The sources of the funding for this Contract are 100% from a grant from USDA, CFDA Number 10.565.

E. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the

Department if it determines a payment may be erroneous or improper and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 4. PREVAILING WAGE REQUIREMENTS, RESERVED

SECTION 5. COST ADJUSTMENTS

Cost Increase by Mutual Agreement. After the Contract's initial term and if the Department agrees to a renewal, the parties may agree upon a cost increase. The Department is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

SECTION 6. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The Department's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, The Department may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 7. CREATION AND RETENTION OF RECORDS

A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.

- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 8. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

- E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.

- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 10. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 11. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 12. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment F, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 13. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 14. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment E to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment G and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. The following information may be required pursuant to 2 CFR 200:
 - 1. Recipient Name: Area 2 Agency on Aging
 - 2. Recipient Unique Entity Identifier: NZ46XGH3LUJ6
 - 3. Unique Federal Award Identification Number (FAIN): 253MT815Y8005
 - 4. Federal Award Date: October 2, 2024
 - 5. Period of Performance Start and End Date: October 1, 2024 through September 30, 2025
 - 6. Budget Period Start and End Date: October 1, 2024 through September 30, 2025
 - 7. Amount of Federal Funds Obligated by this Action: \$6,594
 - 8. Total Amount of Federal Funds Obligated: \$6,594
 - 9. Total Approved Cost Sharing, where applicable: \$0.00
 - 10. Total Amount of the Federal Award including approved Cost Sharing: \$97,803
 - 11. Budget Approved by the Federal Agency:

FNS Mountain Plains Regional Office
 Food and Nutrition Service
 1244 Speer Blvd., Suite 903
 Denver, CO 80204-3585

12. Federal Award Description: Commodity Supplemental Food Program

13. Name

13.1 Federal Awarding Agency: U.S. Department of Agriculture - Food and Nutrition Service

13.2 Pass Through & Contact Information:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

14. Assistance Listings Number and Title – the pass-through entity must identify the dollar amount made available under each federal award and ALN:

10.565-Commodity Supplemental Food Program

15. Identification of whether the Award is R&D: No

16. Indirect Cost Rate for the Federal award: See Section 3.B.3.

- I. 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 30-20-301 MCA.

SECTION 15. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. § 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website.

SECTION 16. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract 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 Contract, shall be delivered to the Department.

SECTION 17.	INTELLECTUAL PROPERTY/OWNERSHIP, RESERVED
SECTION 18.	PATENT AND COPYRIGHT PROTECTION, RESERVED
SECTION 19.	CONTRACT PERFORMANCE SECURITY, RESERVED
SECTION 20.	CONTRACT OVERSIGHT, RESERVED

SECTION 21. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person. Personal Information that can be used to distinguish or trace an individual's identity (PII)
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other 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 to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in

relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 22. PROPRIETARY INFORMATION

- A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 23. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS, RESERVED

SECTION 24. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party 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.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. 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 Contract 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."

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract 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 Contract.
- D. 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 contract monies to describe and promote services provided through this Contract.

SECTION 25. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 26. LIAISON AND SERVICE OF NOTICES

- A. Sara Loewen, or their successor, will be the liaison for the Department. Contact information is as follows:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

Marcy Brookie, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Marcy Brookie,
P.O. Box 127
Roundup, MT, 59072
Phone Number (406) 782-5555
Fax Number (406) 782-5662
mbrookie@midrivers.com

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

SECTION 27. IDENTIFICATION/SUBSTITUTION OF PERSONNEL

The personnel identified or described in Contractor's proposal shall perform the services provided for the Department under this Contract. Contractor agrees that any personnel substituted during the term

of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The Department reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. The Department's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. The Department reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

SECTION 28. MEETINGS

- A. **Technical or Contractual Problems.** Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.
- B. **Progress Meetings.** During the term of this Contract, the Department's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the Department's progress in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the Department to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- C. **Failure to Notify.** If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.
- D. **The Department's Failure or Delay.** For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such

problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

SECTION 29. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 30. CONTRACT TERMINATION

- A. Subject to Section 30. E. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. Subject to Section 30. E. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. Subject to Section 30. E. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
 - 1. federal or state funding for this Contract becomes unavailable or reduced for any reason;
 - 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.
- E. In accordance with 7 CFR §250.4(c) (4) and 7 CFR §247.4(b)(6) which relate to the termination of agreements:

1. Termination by State agency.
 - a. The State agency may terminate an eligible recipient agency's participation in CSFP or may be required to terminate an eligible recipient agency's participation, in whole or in part, if the eligible recipient agency does not comply with the program provisions and requirements. The State agency must notify the eligible recipient agency in writing of the termination, the reasons for the action, and the effective date, and must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
 - b. The State agency may terminate an eligible recipient agency's participation in CSFP upon 30 days' written notice to the eligible recipient agency. The State agency must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
2. Termination by eligible recipient agency. The eligible recipient agency may terminate its participation in the program, in whole or in part, upon written notification to the State agency, stating the reasons and effective date of the action. In accordance with 7 CFR §247.4(b)(6), which relates to the termination of agreements, the eligible recipient agency must provide, at minimum, 30 days' written notice.
3. Termination by eligible recipient agency. The eligible recipient agency may terminate the agreement upon written notification to the State agency, stating the reasons and effective date of the action. In accordance with 7 CFR §247.4(b)(6), which relates to the termination of agreements, the eligible recipient agency must provide, at minimum, 30 days' written notice.
4. Termination by mutual agreement. The eligible recipient agency's program may also be terminated, in whole or in part, if both the State and eligible recipient agency agree that the action would be in the best interest of the program. The two parties must agree upon the conditions of the termination, including the effective date.

SECTION 31. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or

by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F. Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 32: TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract 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 Contract or particular work under this Contract. 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 Contract, 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 Contract rates. If State terminates a project or this Contract 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.

SECTION 33. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 34. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

SECTION 35. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

- A. Contract

This Contract consists of sixteen (16) numbered pages, any Attachments listed in Section 1 as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

C. Amendment

Any amendment or modification must be in a written agreement signed by the parties.

AUTHORITY TO EXECUTE

The Terms and Conditions of Contract Number 25027210110.

The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

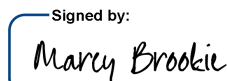
BY:  Signed by: Charles T. Brereton Director Date: 1/22/2025
0E90D64370A34E3...
Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, HUMAN COMMUNITY SERVICES DIVISION

Approved as to Form:

BY:  DocuSigned by: Alisha Baker Contract Manager & Financial Specialist Date: 1/8/2025
06FCEDE0B9F64AA...
Contract Officer

CONTRACTOR

BY:  Signed by: Marcy Brookie Executive Director Date: 1/8/2025
D0550048F6A0406...
Authorized Signer

ATTACHMENT A

SCOPE OF WORK

This Contract shall govern the distribution of food commodities to eligible households living within the geographic boundaries of the Program Service Area of the "CSFP" Local Agency Contractor in accordance with the USDA approved Montana CSFP State Plan, 7 CFR Part 247 as revised April 15, 2013; 2 CFR 200; and 7 CFR, Part 250, Subchapter B.

SERVICES TO BE PROVIDED

A. The Contractor must provide the following goods or services:

For this contract period, the Contractor is assigned a caseload per month as indicated in Attachment C. The Contractor may not exceed their caseload unless approved in advance by the Department and maximize participation by distributing "unclaimed food packages" to certified waiting list person(s) as stated in Attachment C. At the option of the Department, the Contractor's caseload slots may be increased if slots are available and the Contractor can provide evidence the additional slots will be utilized, or may be decreased if unused or if the total slots to the Department are decreased by USDA; confirmation of any increase or decrease shall be made by the issuance of a new Attachment C-4 by e-mail or facsimile and/or mail, in which case Attachment C-4 will become a part of this contract without a written amendment of the contract signed by the parties. Certification for eligible persons will be in accordance with 7 CFR Part 247.8, Part 247.9, Part 247.15, Part 247.16 and Part 247.17. Note: 2008 Farm Bill removed the priority system for assigning caseloads.

B. The Contractor agrees to:

1. administer the CSFP in accordance with the USDA approved Montana State CSFP Plan, provisions of 7 CFR 247, and with the provision of part 7 CFR 250 of this Chapter unless they are inconsistent with the provisions of 247 as listed in Section 2, above at the certification and distribution sites listed for the Contractor in Attachment D;
2. be responsible and maintain appropriate insurance coverage for any loss resulting from improper distribution, or improper storage, care or handling of commodities;
3. be responsible for any misuse of program funds received under this program
4. maintain and operate a CSFP office, storage and issuance facility(ies) and training of staff and volunteers that includes annual Civil Rights training and documentation;
5. maintain acceptable USDA security and storage standards in accordance with 7 CFR 250.14 for USDA Commodities held in its storage facilities against loss by fire, flood, theft or vandalism;
6. complete and provide to the Department all forms, reports and supporting documentation as requested by the Department;
7. provide to the Department within 30 days of receipt, a copy of the Audit Report from the most recently completed single agency audit which conforms with the requirements set forth in 2 CFR 200.501.

8. provide nutrition education as required in 7 CFR 247.18 and advise participants of the importance of health care;
9. provide written information on at least one occasion to participants or their legal representative(s) on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR 247.14 to include:
 - a. the following programs to each elderly applicant, participant or legal representative:
 - i. the Supplemental Security Income benefits provided under Title XVI of the Social Security Act,
 - ii. the Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
 - iii. the Food Stamp Program.
10. determine client eligibility for services under this contract within 10 days of application; each application to be date stamped upon receipt:
 - a. in accordance with the requirements of Section 8, Limitations and Eligibility;
 - b. take steps to prevent and detect dual participation, as required in 7 CFR 247.19;
 - c. provide notification of eligibility to include information on the time, location, and means of food distribution, and the length of the certification period; or,
 - d. provide written notification of placement on a waiting list for categorically eligible clients when maximum caseload is being utilized by the local agency; or,
 - e. provide written notification of ineligibility within 10 days of application and must include reason for ineligibility, statement of an individual's right to a fair hearing to appeal the decision in accordance with 7 CFR 247.33(a) and a statement that program standards are applied without discrimination by race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
11. notification of discontinuance must be made in writing 15 days before the effective date of the discontinuance according to the following:
 - a. notification must be made when there is evidence that a participant is no longer eligible for CSFP benefits during the certification period; or,
 - b. when there is a lack of resources necessary to continue providing benefits to the participant; and,
 - c. must include the effective date of discontinuance, the reason for the discontinuance, a statement of the individual's right to appeal the discontinuance through the fair hearings process in accordance with 7 CFR 247.33(a) and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or

funded

by

USDA.

12. distribute and use of CSFP commodities in accordance with the FNS approved food package guide rate and in accordance with 7 CFR 247.10 to eligible persons up to but not exceeding the assigned caseload slots as stated in A. of this Section, above; to include;
 - a. order only the amount of food necessary for a full food package distribution for the pre-determined monthly or every two-month cycle by adjusting for physically counted remaining inventory from the previous cycle;
 - b. submit orders to the Department to allow sufficient time for the order to be processed, scheduled and delivered;
 - c. require proper identification be presented by each participant or participant's proxy prior to issuance of the food package;
 - d. for each distribution cycle maintain food package issuance records at a minimum to include cycle month(s)/year, client name, total served and an authorized issuance site signatory;
 - a. no excess inventory be maintained, unless authorized in writing by Department, beyond that of uneven case units and no show/unissued food packages (example: 12 cheese to case, 11 assigned clients = 1 excess unit, 10 picked up and 1 unit no show = 2 units remaining). Any remaining inventory must be accounted for in monthly inventory reports and included in the next distribution cycle.
 13. Make available for inspection to representatives of the State agency, it's representatives or the USDA during normal business hours or at other reasonable times the USDA Foods in storage and the facilities or warehouse used in the handling and storage of these foods;
 14. conduct program outreach activities and maintain a waiting list of unserved clients that exceed the slots allocated to the Contractor of Attachment C according to the requirements of 7 CFR 247.11; and,
 15. pursue claims in excess of \$100 against participants determined to have improperly received commodities to recover the cost of the commodities received or improperly used according to 7 CFR 247.30 (c).
 16. required all sub-agency contractors to comply with regulations found at 7 CFR 16 related to equal opportunity for faith-based organizations that operate USDA programs, and religious protections for USDA program beneficiaries.
 17. comply with all requirements relating to food safety and food recalls.
- C. Time is of the essence under this contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
- D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified, and credentialed as required by law.

- E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this contract.

REPORTS

- A. The Contractor agrees to collect data, complete and submit all reports and documents as requested by the Department and in accordance with the guidelines and specifications established by the CFR and state plan.
- B. The Contractor shall submit:
1. The FNS-153, Monthly Report of the Commodity Supplemental Food Program ***on or before the 15th of the month, following the monthly period covered by the report.*** THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT;
 2. a Department invoice at least monthly claiming reimbursement for the number of participants served during the invoice period by month with supporting documentation;
 3. the FNS-191 Racial/Ethnic Report annually based on the April participation by June 15th; and
 4. a final invoice consisting of the report indicated in number 1 of this Part and any unexpended funds, is due no later than October 31, 2025.

ATTACHMENT B

INCOME GUIDELINE

FFY 2025 Initial Exhibit B						
2025 Commodity Supplemental Food Program (CSFP)						
ELDERLY INCOME GUIDELINES						
130% OF POVERTY LEVEL OR LESS						
Guidelines Effective February 6, 2024						
130% OF POVERTY INDEX						
HOUSEHOLD SIZE	FEDERAL POVERTY 2024 GUIDELINES ANNUAL	CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY				
		ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY
1	\$15,060	\$19,578	\$1,632	\$816	\$753	\$377
2	\$20,440	\$26,572	\$2,215	\$1,108	\$1,022	\$511
3	\$25,820	\$33,566	\$2,798	\$1,399	\$1,291	\$646
4	\$31,200	\$40,560	\$3,380	\$1,690	\$1,560	\$780
5	\$36,580	\$47,554	\$3,963	\$1,982	\$1,829	\$915
6	\$41,960	\$54,548	\$4,546	\$2,273	\$2,098	\$1,049
7	\$47,340	\$61,542	\$5,129	\$2,565	\$2,367	\$1,184
8	\$52,720	\$68,536	\$5,712	\$2,856	\$2,636	\$1,318
For each add'l family member, add.....	\$5,380	\$6,994	\$583	\$292	\$269	\$135
Based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #89 FR 2961, pages 2961-2963 Document #2024-00796						

ATTACHMENT C

CASELOAD ASSIGNMENTS
Federal Fiscal Year 2025, 10/1/2024 to 9/30/2025

- This table represents the monthly and total annual caseload assignments for FY25.
- The reimbursement rate starting 10/1/2024 will be \$4.30 per case. This rate may fluctuate and will be updated with the reassessed caseloads and provided through an award letter as referenced in Section 3: Considerations and Payments (B).
- The current column for 1/1/25-9/30/25 is an estimate. Adjusted caseloads will be assigned beginning January 1, 2025.
- Local agencies may not exceed their total annual caseload assignment.
- Caseloads may be reassessed MONTH-BY-MONTH, any new caseload assignments will be provided through an award letter throughout the remainder of FFY 2025 as referenced in Section 3: Considerations and Payments (B).

<i>Updated 7/1/2024</i>	Caseloads		
AGENCY NAME	10/1/24 to 12/31/24	<u>Estimated</u> 1/1/25 to 9/30/25	Total Annual Caseload
AREA V AGENCY ON AGING - BUTTE	297	297	3564
DISTRICT 9 HRDC-GVFB – BOZEMAN	236	236	2832
N. CENTRAL AOA – CONRAD	201	201	2412
HILL COUNTY AOA - HAVRE	90	90	1080
ACTION FOR E. MONTANA - GLENDIVE	336	336	4032
ST. VINCENT DE PAUL - GREAT FALLS	336	336	4032
ROCKY MOUNTAIN DEV COUNCIL - HELENA	393	393	4716
FLATHEAD FOOD BANK - KALISPELL	300	300	3600
MISSOULA FOOD BANK - MISSOULA	463	463	5556
AREA VI AOA - POLSON	723	723	8676
AREA II AOA – ROUNDUP	562	562	6744
FAMILY SERVICES-BILLINGS	304	304	3648
RAVALLI COUNTY COA - HAMILTON	180	180	2160
CASELOAD TOTALS	4421	4421	53,052

FEDERAL REGULATIONS 7 CFR 247.21: The state agency is assigned a base caseload for each caseload cycle. The base caseload is determined by the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year.

Caseload means the number of persons the State agency may serve on an average monthly basis over the course of the caseload cycle.

Caseload cycle means the period from January 1 through the following December 31.

Final caseload assignments are issued within 30 days after enactment of
appropriations legislation covering the full fiscal year.

ATTACHMENT D
FFY2024
CSFP CONTRACTORS' REMOTE LOCATIONS

Agencies are contracted by the state to provide CSFP services in their areas. Currently there are 12 Local Agency Contracts renewed annually.

GALLATIN VALLEY FOOD BANK - Area IX HRDC

602 BOND
BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belgrade – Issuance – Mobile Delivery – 586-7600
Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600
Bozeman – Issuance - Bozeman Sr. Center – 807 N. Tracy – 586-2421
Clyde Park – Issuance – Livingston Food Pantry - 222-5335
Emigrant – Issuance – Livingston Food Pantry – 222-5335
Ennis – Issuance – Mobile Delivery – 586-7600
Gallatin Gateway – Issuance – Mobile Delivery – 586-7600
Gardiner – Issuance – Gardiner Food Pantry – 222-5335
Harrison-Issuance – Mobile Delivery – 586-7600
Livingston – Issuance – Livingston Food Pantry – 222-5335
Manhattan – Issuance – Mobile Delivery – 586-7600
Pony – Issuance – Mobile Delivery – 586-7600
Pray – Issuance – Mobile Delivery – 586-7600
Three Forks – Issuance – Mobile Delivery – 586-7600
West Yellowstone – Issuance – Gallatin Valley Food Bank
Wilsall – Issuance – Mobile Delivery – 222-5335
Willow Creek – Issuance – Mobile Delivery – 586-7600
COUNTIES SERVED: Gallatin, Madison and Park

FAMILY SERVICES

3927 1ST AVE SOUTH
BILLINGS, MT 59101

COMMUNITIES AND SURROUNDING AREAS SERVED:

Ballantine – Mobile Delivery – (406) 259-2269
Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 – (406) 259-2269
Lewistown – Mobile Delivery –(406) 259-2269
Worden – Mobile Delivery –(406) 259-2269
COUNTIES SERVED: Fergus and Yellowstone

AREA V AGENCY ON AGING

1015 SOUTH MONTANA STREET
BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:

Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504
Butte – Certification and Issuance – 1015 S Montana – 782-5555

Deer Lodge – Certification and Issuance – Courthouse – 846-9789
Dillon – Certification and Issuance – Mobile Delivery – 865-0749
Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903
COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2
CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Sandy – Issuance - Sr Center – 378-2405
Browning – Certification and Issuance – Food Bank – 338-7340
Chester – Issuance – PO Box 13 – 759-5244
Choteau – Issuance – Mobile Delivery – 476-3424
Conrad – Certification and Issuance – 311 S. Virginia – 271-7553
Cut Bank – Issuance – 715 E Main – 873-2961
Dupuyer – Issuance – Mobile Delivery – 279-3527
Dutton – Issuance – Sr Center – 476-3227
Fairfield – Issuance – Mobile Delivery – 476-3424
Fort Benton – Issuance – 1408 Front Street – 622-3601
Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417
Havre – Area X Agency on Aging – 2 2nd St West – 265-5464
Heart Butte – Certification and Issuance – Sr Center – 338-2222
Kevin – Issuance – Mobile Delivery
Power – Issuance – Mobile Delivery – 476-3424
Shelby – Issuance – 739 N Benton – 434-2992
Sunburst – Issuance – Mobile Delivery
Valier – Issuance – Mobile Delivery – 279-3527
COUNTIES SERVED: Blaine, Choteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309
2030 NO MERRILL
GLEN DIVE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:

Baker – Certification and Issuance – PO Box 1025 – 778-3595
Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646 (Manor), Delivery – 119 N. Park Avenue
Circle – PO Box 442, 485-2418
Ekalaka – Certification and Issuance – PO Box 504 – 775-8751
Forsyth – Certification and Issuance – PO Box 1256 – 346-2878
Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500
Glendive – Certification and Issuance – PO Box 1309/2030 N Merrill Ave – 377-3564
Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886
Jordan – Certification and Issuance – PO Box 364 - 852-4588
Malta – Certification and Issuance – PO Box 1267 – 654-1235
Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482
Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412
Sidney – Certification and Issuance – 2190 W. Holly Street ,433-3701
Terry – Certification and Issuance – PO Box 873 - 635-5364

Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645

Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221

COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

ST. VINCENT de PAUL

426 CENTRAL AVENUE WEST

GREAT FALLS, MT 59404

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belt – Issuance – Mobile Delivery – 761-0111

Cascade – Issuance – Mobile Delivery – 761-0111

Centerville – Issuance – Mobile Delivery – 761-0111

Great Falls – Certification and Issuance and Mobile Delivery – 761-0111

Fort Shaw – Issuance – Mobile Delivery – 761-0111

Monarch – Issuance – Mobile Delivery – 761-0111

Neihart – Issuance – Mobile Delivery – 761-0111

Ulm – Issuance – Mobile delivery – 761-0111

Vaughn – Issuance – Mobile Delivery – 761-0111

COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING

310 OLD CORVALLIS RD

HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:

Corvallis - Mobile and Home Delivery & Certification - 363-5690

Darby - Mobile and Home Delivery & Certification - 363-5690

Florence – Home Delivery & Certification - 363-5690

Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690

Stevensville - Mobile and Home Delivery & Certification - 363-5690

Sula – Mobile and Home Delivery & Certification - 363-5690

Victor - Mobile and Home Delivery & Certification - 363-5690

COUNTY SERVED: Ravalli

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA

201 SO LAST CHANCE GULCH

HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:

Augusta – Issuance – 134 Main St – 562-3623

Avon-@ Avon Post Office

Boulder – Issuance –201 Main St. – 225-3656

Elliston-@ Post Office

East Helena – Issuance @ Methodist Church – 50 Prickly Pear Ave.

Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance – Helena Food

Share – 1616 Lewis – 443-3663

Lincoln – Issuance – Main St – 362-4504

Townsend – Issuance – 516 2nd St – 266-3995

White Sulphur Springs – Issuance – Mobile Delivery – 547-3651

Whitehall – Issuance - 3 No. Division – 287-5336

Wolf Creek – Issuance – Wolf Creek School – no phone

COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK

1203 HIGHWAY 2 WEST – SUITE 2

KALISPELL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:

Kalispell – Certification - Issuance - Mobile Delivery – 752-3663

Big Fork – Issuance – Mobile Delivery

Columbia Falls – Issuance – Mobile Delivery

Coram – Issuance – Mobile Delivery

Hungry Horse – Issuance – Mobile Delivery

Lakeside – Issuance – Mobile Delivery

Marion – Issuance – Mobile Delivery

Martin City – Issuance – Mobile Delivery

Whitefish – Issuance – Mobile Delivery

COUNTY SERVED: Flathead

MISSOULA FOOD BANK

1720 WYOMING ST

MISSOULA, MT 59801

COMMUNITIES AND SURROUNDING AREAS SERVED:

Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543

Arlee – Issuance – Pick-up Only – 549-0543

Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543

Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543

Drummond – Issuance – Pick-up Only – 549-0543

East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543

Florence – Issuance – Pick-up Only – 549-0543

Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543

Huson – Issuance – Pick-up & Mobile Delivery – 549-0543

Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543

Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543

Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543

Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543

Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543

COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING

110 MAIN STREET – SUITE 5

POLSON, MT 59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:

Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343

Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery

Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery

Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery

Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery

Lake County COA - Certification – 528 Main St – Ronan – 676-2367

Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367

St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367

Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367

Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367

Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367

Polson Senior Center - Both pickup and Mobile Delivery – 883-4735

Elmo – Mobile Delivery – 676-2367

Mineral County – St. Regis Community Center – 678-4240

St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop – 649-2637 - Both pickup and Mobile Delivery

Superior – Mobile Delivery out of St. Regis – 649-2637

Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery

Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139

Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery

Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both pickup and Mobile Delivery

Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and Mobile Delivery

COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING

PO BOX 127

1502 4TH ST WEST

ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 – 932-4587 – Sweet Grass County service area

Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-3462 – Big Horn County service area

Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569 Wheatland County service area

Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 – 962-3800 – Carbon and Stillwater Counties

Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 - 477-8707 – N. Cheyenne Reservation service area

Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St, Roundup 59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County service area

COUNTIES SERVED: Bighorn, Carbon, Golden Valley, Judith Basin, Musselshell, Petroleum, Stillwater, Sweet Grass, and Wheatland.

ATTACHMENT E

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 Work Place. 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.fsrs.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: BFSD-FFATA Reporting
 PO Box 4210
 Helena, MT 59604-4210
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. Contractor 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. Contractor/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 telephone (currently 866-606-8220) or the internet (currently at 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);
 - (7) 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
 - (8) 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 F

Rev. 8/1/2024

INSURANCE REQUIREMENTS

I. General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connections with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

II. Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

III. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as a certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor's must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

IV. Insurance Requirements.

Specific Requirements for Compliance With Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are

State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability:

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right do subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver or subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor's insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insured for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

Specific Requirements for Automobile Liability:

Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Specific Requirements for Professional Liability: Not Applicable to this Contract

Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$ 1,000,000 per occurrence and \$ 2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside of the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

ATTACHMENT G**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**, Area 2 AOA, 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

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](http://www.hhs.gov/hipaa)
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: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and

hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Will additionally comply with: (a) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (b) 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; (c) §§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; (d) 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; (e) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (f) 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.

CONTRACTOR

Signed by:
BY: Marcy Brookie Executive Director
D9559848F0A6486
Authorized Signer

Date: 1/8/2025

DISCLOSURE OF LOBBYING ACTIVITIES**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

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

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

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

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

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

ATTACHMENT H**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 >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number		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		Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	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		Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1		Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2		
FFATA-1-04-C	City		
FFATA-1-04-D	State		
FFATA-1-04-E	Zip+4		

FFATA-1-04-F	Congressional District		01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number		If not known, DPHHS will complete.
FFATA-1-06	Total Contract		Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	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		Provide City of primary performance.
FFATA-1-08-B	Primary Performance County		Provide County of primary performance.
FFATA-1-08-C	Primary Performance State		Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4		Provide Zip of primary performance.
FFATA-1-08-E	Congressional District		Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency		If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action		

**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:
DPHHS CONTRACT #:
UEI #:
SUBMITTED BY:
INSERT DATE:
Is Subrecipient (Contractor) Exempt?

	Name	Total Compensation	Title
1.			
2.			
3.			
4.			
5.			

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

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

CONTRACTOR

Signed by:

BY: Marcy Brookie

DP559848F6A8486

Authorized Signer

Executive Director

Date: 1/8/2025

**CONTRACT FOR
COMMODITY SUPPLEMENTAL FOOD PROGRAM
CONTRACT HHS-HCSD-00001056
DPHHS 25027210010**

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202925, Helena, MT, 59601, Phone Number (406) 444-0640, and Fax Number (406) 444-2547, and Area V Agency on Aging, (the "Contractor"), whose contact information is as follows: Federal Tax ID 23-7397966 , UEI Number U25KDYJ64137, 2103 Harrison Avenue, P.O. Box 459, Butte, MT, 59703, Phone Number (406) 782-5555, and Fax Number (406) 782-5662; respectively (collectively, the "Parties").

Therefore, in consideration of the foregoing recitals, covenants, terms and conditions set forth herein, the Parties agree as follows:

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties to establish and operate the United States Department of Agriculture, Food and Nutrition Services, Commodity Supplemental Food Program (hereinafter referred to as the "USDA", "FNS", "CSFP") and to provide supplemental foods and nutrition education to eligible persons through state or local agencies, (the "Services"), as more particularly described in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Income Guidelines
 - 4. Attachment C: Caseload Assignments
 - 5. Attachment D: CSFP Contractors Remote Locations
 - 6. Attachment E: Federal and State Law Requirements
 - 7. Attachment F: Insurance Requirements
 - 8. Attachment G: Assurances
 - 9. Attachment H: FFATA

SECTION 2. TERM OF CONTRACT

The term of this Contract is from October 01, 2024 through September 30, 2025 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This Contract, including any renewals, may not exceed a total of 7 year.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor a total of \$3,485 for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

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

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

The Department will reimburse an amount identified in Attachment C per eligible client household served per month not to exceed the assigned annual caseload listed in Attachment C of this agreement 000 under FFY25 and not to exceed a total contract amount of \$3,485 through September 30, 2025. The Department will issue a formal Award Letter indicating the caseload assignment to the agency, and the reimbursement amount. Caseloads may fluctuate between agencies depending on the current need of the clients within the service area.

1. Payment to the Contractor shall be made to:

Area V Agency on Aging
2103 Harrison Avenue / PO Box 459
Butte, Montana 59703

2. The Contractor must request reimbursement for actual allowable expenditures incurred on an invoice form provided by the Department by the 10th of the month following the month in which the Contractor made the expenditure. An accounting system generated report itemizing all services and expenses for reimbursement, must accompany each invoice and must support the amount request on the invoice. The Department shall issue payment to the Contractor within 30 days following receipt of an invoice from the Contractor for all verified expenditures. Reimbursement of expenditures may be delayed for failure to provide complete and accurate documentation as requested by the Department; and

3. No additional costs will be paid under the contract as reimbursement is based solely on the number of clients served.

C. Adjustments to Consideration

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

D. Sources of Funding

The sources of the funding for this Contract are 100% from a grant from USDA, CFDA Number 10.565.

E. Erroneous and Improper Payments

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

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 4. PREVAILING WAGE REQUIREMENTS, RESERVED

SECTION 5. COST ADJUSTMENTS

Cost Increase by Mutual Agreement. After the Contract's initial term and if the Department agrees to a renewal, the parties may agree upon a cost increase. The Department is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

SECTION 6. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The Department's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, The Department may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 7. CREATION AND RETENTION OF RECORDS

A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this

Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.

- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 8. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity, and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

- E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.
- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 10. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 11. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 12. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment F, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 13. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this

Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 14. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment E to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment G and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. The following information may be required pursuant to 2 CFR 200:
 - 1. Recipient Name: Area V Agency on Aging
 - 2. Recipient Unique Entity Identifier: U25KDYJ64137
 - 3. Unique Federal Award Identification Number (FAIN): 253MT815Y8005
 - 4. Federal Award Date: October 2, 2024
 - 5. Period of Performance Start and End Date: October 1, 2024 through September 30, 2025
 - 6. Budget Period Start and End Date: October 1, 2024 through September 30, 2025
 - 7. Amount of Federal Funds Obligated by this Action: \$3,485
 - 8. Total Amount of Federal Funds Obligated: \$3,458
 - 9. Total Approved Cost Sharing, where applicable: \$0.00
 - 10. Total Amount of the Federal Award including approved Cost Sharing: \$97,803
 - 11. Budget Approved by the Federal Agency:

FNS Mountain Plains Regional Office
Food and Nutrition Service
1244 Speer Blvd., Suite 903
Denver, CO 80204-3585

12. Federal Award Description: Commodity Supplemental Food Program

13. Name

13.1 Federal Awarding Agency: U.S. Department of Agriculture - Food and Nutrition Service

13.2 Pass Through & Contact Information:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helena, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

14. Assistance Listings Number and Title – the pass-through entity must identify the dollar amount made available under each federal award and ALN:

10.565-Commodity Supplemental Food Program

15. Identification of whether the Award is R&D: No

16. Indirect Cost Rate for the Federal award: See Section 3.B.3.

- I. 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 30-20-301 MCA.

SECTION 15. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. § 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website.

SECTION 16. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract 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 Contract, shall be delivered to the Department.

SECTION 17.	INTELLECTUAL PROPERTY/OWNERSHIP, RESERVED
SECTION 18.	PATENT AND COPYRIGHT PROTECTION, RESERVED
SECTION 19.	CONTRACT PERFORMANCE SECURITY, RESERVED
SECTION 20.	CONTRACT OVERSIGHT, RESERVED

SECTION 21.	CONFIDENTIALITY
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A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person. Personal Information that can be used to distinguish or trace an individual's identity (PII)
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other 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 to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 22. PROPRIETARY INFORMATION

- A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 23. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS, RESERVED

SECTION 24. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party 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.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. 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 Contract 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.”

- C. The Contractor must state the percentage, and the monetary amount of the total program or project costs of this Contract 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 Contract.
- D. 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 contract monies to describe and promote services provided through this Contract.

SECTION 25. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 26. LIAISON AND SERVICE OF NOTICES

- A. Sara Loewen, or their successor, will be the liaison for the Department. Contact information is as follows:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

Joe Gilboy, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Joe Gilboy,
PO Box 459
Butte, MT 59703
Phone Number (406) 782-5555
Fax Number (406) 782-5662
jgilboy@swmads.org

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

SECTION 27. IDENTIFICATION/SUBSTITUTION OF PERSONNEL

The personnel identified or described in Contractor's proposal shall perform the services provided for the Department under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The Department reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. The Department's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. The Department reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

SECTION 28. MEETINGS

- A. Technical or Contractual Problems. Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.
- B. Progress Meetings. During the term of this Contract, the Department's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the Department's progress in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the Department to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- C. Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

- D. The Department's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

SECTION 29. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 30. CONTRACT TERMINATION

- A. Subject to Section 30. E. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. Subject to Section 30. E. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. Subject to Section 30. E. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
1. federal or state funding for this Contract becomes unavailable or reduced for any reason;
 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out

this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.

E In accordance with 7 CFR §250.4(c) (4) and 7 CFR §247.4(b)(6) which relate to the termination of agreements:

1. Termination by State agency.

- a. The State agency may terminate an eligible recipient agency's participation in CSFP or may be required to terminate an eligible recipient agency's participation, in whole or in part, if the eligible recipient agency does not comply with the program provisions and requirements. The State agency must notify the eligible recipient agency in writing of the termination, the reasons for the action, and the effective date, and must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
- b. The State agency may terminate an eligible recipient agency's participation in CSFP upon 30 days' written notice to the eligible recipient agency. The State agency must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.

2. Termination by eligible recipient agency. The eligible recipient agency may terminate its participation in the program, in whole or in part, upon written notification to the State agency, stating the reasons and effective date of the action. In accordance with 7 CFR §247.4(b)(6), which relates to the termination of agreements, the eligible recipient agency must provide, at minimum, 30 days' written notice.
3. Termination by mutual agreement. The eligible recipient agency's program may also be terminated, in whole or in part, if both the State and eligible recipient agency agree that the action would be in the best interest of the program. The two parties must agree upon the conditions of the termination, including the effective date.

SECTION 31. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt

of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F.** Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 32. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract 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 Contract or particular work under this Contract. 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 Contract, 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 Contract rates. If State terminates a project or this Contract 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.

SECTION 33. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 34. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

SECTION 35. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

- A. Contract

This Contract consists of seventeen (17) numbered pages, any Attachments listed in Section 1, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity

arising between or among the documents, the order of precedence of document interpretation is the same

B. Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

C. Amendment

Any amendment or modification must be in a written agreement signed by the parties.


AUTHORITY TO EXECUTE

The Terms and Conditions of Contract 25027210010.

The parties through their authorized agents have executed this Contract on the dates set out below.


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MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

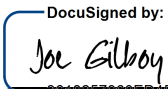
Signed by: BY:  Director Date: 1/22/2025
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Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, HUMAN COMMUNITY SERVICES DIVISION

Approved as to Form:

DocuSigned by: BY:  Contract Manager & Financial Specialist Date: 1/7/2025
00E0E0E0B9EB4AA...
Contract Officer

CONTRACTOR

DocuSigned by: BY:  Executive Director Date: 1/7/2025
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Authorized Signer

ATTACHMENT A

SCOPE OF WORK

This Contract shall govern the distribution of food commodities to eligible households living within the geographic boundaries of the Program Service Area of the "CSFP" Local Agency Contractor in accordance with the USDA approved Montana CSFP State Plan, 7 CFR Part 247 as revised April 15, 2013; 2 CFR 200; and 7 CFR, Part 250, Subchapter B.

SERVICES TO BE PROVIDED

A. The Contractor must provide the following goods or services:

For this contract period, the Contractor is assigned a caseload per month as indicated in Attachment C. The Contractor may not exceed their caseload unless approved in advance by the Department and maximize participation by distributing "unclaimed food packages" to certified waiting list person(s) as stated in Attachment C. At the option of the Department, the Contractor's caseload slots may be increased if slots are available and the Contractor can provide evidence the additional slots will be utilized, or may be decreased if unused or if the total slots to the Department are decreased by USDA; confirmation of any increase or decrease shall be made by the issuance of a new Attachment C-4 by e-mail or facsimile and/or mail, in which case Attachment C-4 will become a part of this contract without a written amendment of the contract signed by the parties. Certification for eligible persons will be in accordance with 7 CFR Part 247.8, Part 247.9, Part 247.15, Part 247.16 and Part 247.17. Note: 2008 Farm Bill removed the priority system for assigning caseloads.

B. The Contractor agrees to:

1. administer the CSFP in accordance with the USDA approved Montana State CSFP Plan, provisions of 7 CFR 247, and with the provision of part 7 CFR 250 of this Chapter unless they are inconsistent with the provisions of 247 as listed in Section 2, above at the certification and distribution sites listed for the Contractor in Attachment D;
2. be responsible and maintain appropriate insurance coverage for any loss resulting from improper distribution, or improper storage, care or handling of commodities;
3. be responsible for any misuse of program funds received under this program
4. maintain and operate a CSFP office, storage and issuance facility(ies) and training of staff and volunteers that includes annual Civil Rights training and documentation;
5. maintain acceptable USDA security and storage standards in accordance with 7 CFR 250.14 for USDA Commodities held in its storage facilities against loss by fire, flood, theft or vandalism;
6. complete and provide to the Department all forms, reports and supporting documentation as requested by the Department;
7. provide to the Department within 30 days of receipt, a copy of the Audit Report from the most recently completed single agency audit which conforms with the requirements set

forth in 2 CFR 200.501.

8. provide nutrition education as required in 7 CFR 247.18 and advise participants of the importance of health care;
9. provide written information on at least one occasion to participants or their legal representative(s) on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR 247.14 to include:
 - a. the following programs to each elderly applicant, participant or legal representative:
 - i. the Supplemental Security Income benefits provided under Title XVI of the Social Security Act,
 - ii. the Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
 - iii. the Food Stamp Program.
10. determine client eligibility for services under this contract within 10 days of application; each application to be date stamped upon receipt:
 - a. in accordance with the requirements of Section 8, Limitations and Eligibility;
 - b. take steps to prevent and detect dual participation, as required in 7 CFR 247.19;
 - c. provide notification of eligibility to include information on the time, location, and means of food distribution, and the length of the certification period; or,
 - d. provide written notification of placement on a waiting list for categorically eligible clients when maximum caseload is being utilized by the local agency; or,
 - e. provide written notification of ineligibility within 10 days of application and must include reason for ineligibility, statement of an individual's right to a fair hearing to appeal the decision in accordance with 7 CFR 247.33(a) and a statement that program standards are applied without discrimination by race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
11. notification of discontinuance must be made in writing 15 days before the effective date of the discontinuance according to the following:
 - a. notification must be made when there is evidence that a participant is no longer eligible for CSFP benefits during the certification period; or,
 - b. when there is a lack of resources necessary to continue providing benefits to the participant; and,
 - c. must include the effective date of discontinuance, the reason for the discontinuance, a statement of the individual's right to appeal the discontinuance through the fair hearings process in accordance with 7 CFR 247.33(a) and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex, disability, age or reprisal or

retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

12. distribute and use of CSFP commodities in accordance with the FNS approved food package guide rate and in accordance with 7 CFR 247.10 to eligible persons up to but not exceeding the assigned caseload slots as stated in A. of this Section, above; to include;
 - a. order only the amount of food necessary for a full food package distribution for the pre-determined monthly or every two-month cycle by adjusting for physically counted remaining inventory from the previous cycle;
 - b. submit orders to the Department to allow sufficient time for the order to be processed, scheduled and delivered;
 - c. require proper identification be presented by each participant or participant's proxy prior to issuance of the food package;
 - d. for each distribution cycle maintain food package issuance records at a minimum to include cycle month(s)/year, client name, total served and an authorized issuance site signatory;
 - a. no excess inventory be maintained, unless authorized in writing by Department, beyond that of uneven case units and no show/unissued food packages (example: 12 cheese to case, 11 assigned clients = 1 excess unit, 10 picked up and 1 unit no show = 2 units remaining). Any remaining inventory must be accounted for in monthly inventory reports and included in the next distribution cycle.
 13. Make available for inspection to representatives of the State agency, it's representatives or the USDA during normal business hours or at other reasonable times the USDA Foods in storage and the facilities or warehouse used in the handling and storage of these foods;
 14. conduct program outreach activities and maintain a waiting list of unserved clients that exceed the slots allocated to the Contractor of Attachment C according to the requirements of 7 CFR 247.11; and,
 15. pursue claims in excess of \$100 against participants determined to have improperly received commodities to recover the cost of the commodities received or improperly used according to 7 CFR 247.30 (c).
 16. require all sub-agency contractors to comply with regulations found at 7 CFR 16 related to equal opportunity for faith-based organizations that operate USDA programs, and religious protections for USDA program beneficiaries.
 17. comply with all requirements relating to food safety and food recalls.
- C. Time is of the essence under this contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
- D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified, and credentialed as required by law.

- E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this contract.

REPORTS

- A. The Contractor agrees to collect data, complete and submit all reports and documents as requested by the Department and in accordance with the guidelines and specifications established by the CFR and state plan.
- B. The Contractor shall submit:
1. The FNS-153, Monthly Report of the Commodity Supplemental Food Program ***on or before the 15th of the month, following the monthly period covered by the report.*** THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT;
 2. a Department invoice at least monthly claiming reimbursement for the number of participants served during the invoice period by month with supporting documentation;
 3. the FNS-191 Racial/Ethnic Report annually based on the April participation by June 15th; and
 4. a final invoice consisting of the report indicated in number 1 of this Part and any unexpended funds, is due no later than October 31, 2025.

ATTACHMENT B

INCOME GUIDELINE

FFY 2025 Initial Exhibit B						
2025 Commodity Supplemental Food Program (CSFP)						
ELDERLY INCOME GUIDELINES						
130% OF POVERTY LEVEL OR LESS						
Guidelines Effective February 6, 2024						
130% OF POVERTY INDEX						
HOUSEHOLD SIZE	FEDERAL POVERTY 2024 GUIDELINES	CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY				
	ANNUAL	ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY
1	\$15,060	\$19,578	\$1,632	\$816	\$753	\$377
2	\$20,440	\$26,572	\$2,215	\$1,108	\$1,022	\$511
3	\$25,820	\$33,566	\$2,798	\$1,399	\$1,291	\$646
4	\$31,200	\$40,560	\$3,380	\$1,690	\$1,560	\$780
5	\$36,580	\$47,554	\$3,963	\$1,982	\$1,829	\$915
6	\$41,960	\$54,548	\$4,546	\$2,273	\$2,098	\$1,049
7	\$47,340	\$61,542	\$5,129	\$2,565	\$2,367	\$1,184
8	\$52,720	\$68,536	\$5,712	\$2,856	\$2,636	\$1,318
For each add'l family member, add.....	\$5,380	\$6,994	\$583	\$292	\$269	\$135
Based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #89 FR 2961, pages 2961-2963 Document #2024-00796						

ATTACHMENT C

CASELOAD ASSIGNMENTS
Federal Fiscal Year 2025, 10/1/2024 to 9/30/2025

- This table represents the monthly and total annual caseload assignments for FY25.
- The reimbursement rate starting 10/1/2024 will be \$4.30 per case. This rate may fluctuate and will be updated with the reassessed caseloads and provided through an award letter as referenced in Section 3: Considerations and Payments (B).
- The current column for 1/1/25-9/30/25 is an estimate. Adjusted caseloads will be assigned beginning January 1, 2025.
- Local agencies may not exceed their total annual caseload assignment.
- Caseloads may be reassessed MONTH-BY-MONTH, any new caseload assignments will be provided through an award letter throughout the remainder of FFY 2025 as referenced in Section 3: Considerations and Payments (B).

<i>Updated 7/1/2024</i>	Caseloads		
AGENCY NAME	10/1/24 to 12/31/24	<u>Estimated</u> 1/1/25 to 9/30/25	Total Annual Caseload
AREA V AGENCY ON AGING - BUTTE	297	297	3564
DISTRICT 9 HRDC-GVFB – BOZEMAN	236	236	2832
N. CENTRAL AOA – CONRAD	201	201	2412
HILL COUNTY AOA - HAVRE	90	90	1080
ACTION FOR E. MONTANA - GLENDIVE	336	336	4032
ST. VINCENT DE PAUL - GREAT FALLS	336	336	4032
ROCKY MOUNTAIN DEV COUNCIL - HELENA	393	393	4716
FLATHEAD FOOD BANK - KALISPELL	300	300	3600
MISSOULA FOOD BANK - MISSOULA	463	463	5556
AREA VI AOA - POLSON	723	723	8676
AREA II AOA – ROUNDUP	562	562	6744
FAMILY SERVICES-BILLINGS	304	304	3648
RAVALLI COUNTY COA - HAMILTON	180	180	2160
CASELOAD TOTALS	4421	4421	53,052

FEDERAL REGULATIONS 7 CFR 247.21: The state agency is assigned a base caseload for each caseload cycle. The base caseload is determined by the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year.

Caseload means the number of persons the State agency may serve on an average monthly basis over the course of the caseload cycle.

Caseload cycle means the period from January 1 through the following December 31.

Final caseload assignments are issued within 30 days after enactment of appropriations legislation covering the full fiscal year.

ATTACHMENT D
FFY2025
CSFP CONTRACTORS' REMOTE LOCATIONS

Agencies are contracted by the state to provide CSFP services in their areas. Currently there are 12 Local Agency Contracts renewed annually.

GALLATIN VALLEY FOOD BANK - Area IX HRDC

602 BOND
BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belgrade – Issuance – Mobile Delivery – 586-7600
Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600
Bozeman – Issuance - Bozeman Sr. Center – 807 N. Tracy – 586-2421
Clyde Park – Issuance – Livingston Food Pantry - 222-5335
Emigrant – Issuance – Livingston Food Pantry – 222-5335
Ennis – Issuance – Mobile Delivery – 586-7600
Gallatin Gateway – Issuance – Mobile Delivery – 586-7600
Gardiner – Issuance – Gardiner Food Pantry – 222-5335
Harrison-Issuance – Mobile Delivery – 586-7600
Livingston – Issuance – Livingston Food Pantry – 222-5335
Manhattan – Issuance – Mobile Delivery – 586-7600
Pony – Issuance – Mobile Delivery – 586-7600
Pray – Issuance – Mobile Delivery – 586-7600
Three Forks – Issuance – Mobile Delivery – 586-7600
West Yellowstone – Issuance – Gallatin Valley Food Bank
Wilsall – Issuance – Mobile Delivery – 222-5335
Willow Creek – Issuance – Mobile Delivery – 586-7600

COUNTIES SERVED: Gallatin, Madison and Park

FAMILY SERVICES

3927 1ST AVE SOUTH
BILLINGS, MT 59101

COMMUNITIES AND SURROUNDING AREAS SERVED:

Ballantine – Mobile Delivery – (406) 259-2269
Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 –(406) 259-2269
Lewistown – Mobile Delivery –(406) 259-2269
Worden – Mobile Delivery –(406) 259-2269
COUNTIES SERVED: Fergus and Yellowstone

AREA V AGENCY ON AGING

1015 SOUTH MONTANA STREET
BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:

Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504

Butte – Certification and Issuance – 1015 S Montana – 782-5555
Deer Lodge – Certification and Issuance – Courthouse – 846-9789
Dillon – Certification and Issuance – Mobile Delivery – 865-0749
Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903
COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2
CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Sandy – Issuance - Sr Center – 378-2405
Browning – Certification and Issuance – Food Bank – 338-7340
Chester – Issuance – PO Box 13 – 759-5244
Choteau – Issuance – Mobile Delivery – 476-3424
Conrad – Certification and Issuance – 311 S. Virginia – 271-7553
Cut Bank – Issuance – 715 E Main – 873-2961
Dupuyer – Issuance – Mobile Delivery – 279-3527
Dutton – Issuance – Sr Center – 476-3227
Fairfield – Issuance – Mobile Delivery – 476-3424
Fort Benton – Issuance – 1408 Front Street – 622-3601
Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417
Havre – Area X Agency on Aging – 2 2nd St West – 265-5464
Heart Butte – Certification and Issuance – Sr Center – 338-2222
Kevin – Issuance – Mobile Delivery
Power – Issuance – Mobile Delivery – 476-3424
Shelby – Issuance – 739 N Benton – 434-2992
Sunburst – Issuance – Mobile Delivery
Valier – Issuance – Mobile Delivery – 279-3527
COUNTIES SERVED: Blaine, Choteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309
2030 NO MERRILL
GLEN DIVE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:

Baker – Certification and Issuance – PO Box 1025 – 778-3595
Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646 (Manor), Delivery – 119 N. Park Avenue
Circle – PO Box 442, 485-2418
Ekalaka – Certification and Issuance – PO Box 504 – 775-8751
Forsyth – Certification and Issuance – PO Box 1256 – 346-2878
Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500
Glendive – Certification and Issuance – PO Box 1309/2030 N Merrill Ave – 377-3564
Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886
Jordan – Certification and Issuance – PO Box 364 - 852-4588
Malta – Certification and Issuance – PO Box 1267 – 654-1235
Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482
Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412
Sidney – Certification and Issuance – 2190 W. Holly Street ,433-3701

Terry – Certification and Issuance – PO Box 873 - 635-5364

Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645

Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221

COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

ST. VINCENT de PAUL

426 CENTRAL AVENUE WEST

GREAT FALLS, MT 59404

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belt – Issuance – Mobile Delivery – 761-0111

Cascade – Issuance – Mobile Delivery – 761-0111

Centerville – Issuance – Mobile Delivery – 761-0111

Great Falls – Certification and Issuance and Mobile Delivery – 761-0111

Fort Shaw – Issuance – Mobile Delivery – 761-0111

Monarch – Issuance – Mobile Delivery – 761-0111

Neihart – Issuance – Mobile Delivery – 761-0111

Ulm – Issuance – Mobile delivery – 761-0111

Vaughn – Issuance – Mobile Delivery – 761-0111

COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING

310 OLD CORVALLIS RD

HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:

Corvallis - Mobile and Home Delivery & Certification - 363-5690

Darby - Mobile and Home Delivery & Certification - 363-5690

Florence – Home Delivery & Certification - 363-5690

Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690

Stevensville - Mobile and Home Delivery & Certification - 363-5690

Sula – Mobile and Home Delivery & Certification - 363-5690

Victor - Mobile and Home Delivery & Certification - 363-5690

COUNTY SERVED: Ravalli

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA

201 SO LAST CHANCE GULCH

HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:

Augusta – Issuance – 134 Main St – 562-3623

Avon-@ Avon Post Office

Boulder – Issuance –201 Main St. – 225-3656

Elliston-@ Post Office

East Helena – Issuance @ Methodist Church – 50 Prickly Pear Ave.

Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance – Helena Food Share – 1616 Lewis – 443-3663

Lincoln – Issuance – Main St – 362-4504

Townsend – Issuance – 516 2nd St – 266-3995

White Sulphur Springs – Issuance – Mobile Delivery – 547-3651

Whitehall – Issuance - 3 No. Division – 287-5336

Wolf Creek – Issuance – Wolf Creek School – no phone

COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK

1203 HIGHWAY 2 WEST – SUITE 2

KALISPELL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:

Kalispell – Certification - Issuance - Mobile Delivery – 752-3663

Big Fork – Issuance – Mobile Delivery

Columbia Falls – Issuance – Mobile Delivery

Coram – Issuance – Mobile Delivery

Hungry Horse – Issuance – Mobile Delivery

Lakeside – Issuance – Mobile Delivery

Marion – Issuance – Mobile Delivery

Martin City – Issuance – Mobile Delivery

Whitefish – Issuance – Mobile Delivery

COUNTY SERVED: Flathead

MISSOULA FOOD BANK

1720 WYOMING ST

MISSOULA, MT 59801

COMMUNITIES AND SURROUNDING AREAS SERVED:

Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543

Arlee – Issuance – Pick-up Only – 549-0543

Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543

Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543

Drummond – Issuance – Pick-up Only – 549-0543

East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543

Florence – Issuance – Pick-up Only – 549-0543

Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543

Huson – Issuance – Pick-up & Mobile Delivery – 549-0543

Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543

Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543

Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543

Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543

Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543

COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING

110 MAIN STREET – SUITE 5

POLSON, MT 59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:

Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343

Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery

Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery

Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery

Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery

Lake County COA - Certification – 528 Main St – Ronan – 676-2367
Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367
St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367
Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367
Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367
Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367
Polson Senior Center - Both pickup and Mobile Delivery – 883-4735
Elmo – Mobile Delivery – 676-2367
Mineral County – St. Regis Community Center – 678-4240
St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop –
649-2637 - Both pickup and Mobile Delivery
Superior – Mobile Delivery out of St. Regis – 649-2637
Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery
Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139
Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery
Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both
pickup and Mobile Delivery
Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and Mobile
Delivery
COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING

PO BOX 127
1502 4TH ST WEST
ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 –
932-4587 – Sweet Grass County service area
Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-
3462 – Big Horn County service area
Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569
Wheatland County service area
Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 –
962-3800 – Carbon and Stillwater Counties
Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 -
477-8707 – N. Cheyenne Reservation service area
Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St,
Roundup 59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County service
area
COUNTIES SERVED: Bighorn, Carbon, Golden Valley, Judith Basin, Musselshell, Petroleum,
Stillwater, Sweet Grass, and Wheatland.

ATTACHMENT E

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 to recruit, hire, promote, and retain 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 Work Place. 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.fsrs.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: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
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. Contractor 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. Contractor/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 telephone (currently 866-606-8220) or the internet (currently at 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);
 - (7) 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
 - (8) 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 F

Rev. 8/1/2024

INSURANCE REQUIREMENTS

I. General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connections with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

II. Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

III. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as a certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor's must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

IV. Insurance Requirements.

Specific Requirements for Compliance With Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are

State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability:

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right do subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver or subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor’s insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insured for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

Specific Requirements for Automobile Liability:

Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Specific Requirements for Professional Liability: Not Applicable to this Contract

Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$ 1,000,000 per occurrence and \$ 2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if “occurrence” coverage is unavailable or cost prohibitive, Contractor may provide “claims made” coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside of the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

ATTACHMENT G**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**, Area V AOA, 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

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](http://www.hhs.gov/hipaa)
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.

CONTRACTOR

DocuSigned by:
BY: Joe Gilboy Executive Director
3010257900ED454
Authorized Signer

Date: 1/7/2025

DISCLOSURE OF LOBBYING ACTIVITIES**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

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

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

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

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

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

ATTACHMENT H**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 >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number		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		Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	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		Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1		Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2		
FFATA-1-04-C	City		
FFATA-1-04-D	State		
FFATA-1-04-E	Zip+4		

FFATA-1-04-F	Congressional District		01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number		If not known, DPHHS will complete.
FFATA-1-06	Total Contract		Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	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		Provide City of primary performance.
FFATA-1-08-B	Primary Performance County		Provide County of primary performance.
FFATA-1-08-C	Primary Performance State		Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4		Provide Zip of primary performance.
FFATA-1-08-E	Congressional District		Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency		If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action		

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:
DPHHS CONTRACT #:
UEI #:
SUBMITTED BY:
INSERT DATE:
Is Subrecipient (Contractor) Exempt?

	Name	Total Compensation	Title
1.			
2.			
3.			
4.			
5.			

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

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

CONTRACTOR

DocuSigned by:
BY: Joe Gilboy Executive Director
3016257900ED934
Authorized Signer

Date: 1/7/2025

**CONTRACT FOR
COMMODITY SUPPLEMENTAL FOOD PROGRAM
CONTRACT HHS-HCSD-00001063
DPHHS 25027210100**

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202925, Helena, MT, 59601, Phone Number (406) 444-0640, and Fax Number (406) 444-2547, and Western Montana, Area 6 Agency on Aging, ("Contractor") whose contact information is as follows: Federal Tax ID 81-0345779, UEI Number KJX8CJBZNF3, 110 Main Street, Suite #5, Polson, MT, 59860, Phone Number (406) 883-7284, and Fax Number (406) 883-7363; respectively (collectively, the "Parties").

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties to establish and operate the United States Department of Agriculture, Food and Nutrition Services, Commodity Supplemental Food Program (hereinafter referred to as the "USDA", "FNS", "CSFP") and to provide supplemental foods and nutrition education to eligible persons through state or local agencies, (the "Services"), as more particularly described in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Income Guidelines
 - 4. Attachment C: Caseload Assignments
 - 5. Attachment D: CSFP Contractors Remote Locations
 - 6. Attachment E: Federal and State Law Requirements
 - 7. Attachment F: Insurance Requirements
 - 8. Attachment G: Assurances
 - 9. Attachment H: FFATA

SECTION 2. TERM OF CONTRACT

The term of this Contract is from October 01, 2024 through September 30, 2025 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This Contract, including any renewals, may not exceed a total of 7 years.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor a total of \$8,483 for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

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

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

The Department will reimburse an amount identified in Attachment C per eligible client household served per month not to exceed the assigned annual caseload listed in Attachment C of this agreement 000 under FFY25 and not to exceed a total contract amount of \$8,483 through September 30, 2025. The Department will issue a formal Award Letter indicating the caseload assignment to the agency, and the reimbursement amount. Caseloads may fluctuate between agencies depending on the current need of the clients within the service area.

1. Payment to the Contractor shall be made to:

Western Montana Area VI Agency on Aging
110 Main Street, Suite #5
Polson, Montana 59860

2. The Contractor must request reimbursement for actual allowable expenditures incurred on an invoice form provided by the Department by the 10th of the month following the month in which the Contractor made the expenditure. An accounting system generated report itemizing all services and expenses for reimbursement, must accompany each invoice and must support the amount request on the invoice. The Department shall issue payment to the Contractor within 30 days following receipt of an invoice from the Contractor for all verified expenditures. Reimbursement of expenditures may be delayed for failure to provide complete and accurate documentation as requested by the Department; and

3. No additional costs will be paid under the contract as reimbursement is based solely on the number of clients served.

C. Adjustments to Consideration

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

D. Sources of Funding

The sources of the funding for this Contract are 100% from a grant from USDA, CFDA Number 10.565.

E. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the

Department if it determines a payment may be erroneous or improper, and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 4. PREVAILING WAGE REQUIREMENTS, RESERVED

SECTION 5. COST ADJUSTMENTS

Cost Increase by Mutual Agreement. After the Contract's initial term and if the Department agrees to a renewal, the parties may agree upon a cost increase. The Department is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

SECTION 6. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The Department's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, The Department may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 7. CREATION AND RETENTION OF RECORDS

A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.

- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 8. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

- E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.

- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 10. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 11. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 12. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment F, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 13. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 14. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment E to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment G and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. The following information may be required pursuant to 2 CFR 200:
 - 1. Recipient Name: Western Montana Area 6 Agency on Aging Inc.
 - 2. Recipient Unique Entity Identifier: KJX8CJBZKNKF3
 - 3. Unique Federal Award Identification Number (FAIN): 253MT815Y8005
 - 4. Federal Award Date: October 2, 2024
 - 5. Period of Performance Start and End Date: October 1, 2024 through September 30, 2025
 - 6. Budget Period Start and End Date: October 1, 2024 through September 30, 2025
 - 7. Amount of Federal Funds Obligated by this Action: \$8,483
 - 8. Total Amount of Federal Funds Obligated: \$8,483
 - 9. Total Approved Cost Sharing, where applicable: \$0.00
 - 10. Total Amount of the Federal Award including approved Cost Sharing: \$97,803
 - 11. Budget Approved by the Federal Agency:

FNS Mountain Plains Regional Office
 Food and Nutrition Service
 1244 Speer Blvd., Suite 903
 Denver, CO 80204-3585

12. Federal Award Description: Commodity Supplemental Food Program

13. Name

13.1 Federal Awarding Agency: U.S. Department of Agriculture - Food and Nutrition Service

13.2 Pass Through & Contact Information:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

14. Assistance Listings Number and Title – the pass-through entity must identify the dollar amount made available under each federal award and ALN:

10.565-Commodity Supplemental Food Program

15. Identification of whether the Award is R&D: No

16. Indirect Cost Rate for the Federal award: See Section 3.B.3.

- I. 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 30-20-301 MCA.

SECTION 15. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. § 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website.

SECTION 16. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract 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 Contract, shall be delivered to the Department.

SECTION 17.	INTELLECTUAL PROPERTY/OWNERSHIP, RESERVED
SECTION 18.	PATENT AND COPYRIGHT PROTECTION, RESERVED
SECTION 19.	CONTRACT PERFORMANCE SECURITY, RESERVED
SECTION 20.	CONTRACT OVERSIGHT, RESERVED

SECTION 21. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person. Personal Information that can be used to distinguish or trace an individual's identity (PII)
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five workdays of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other 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 to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in

relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 22. PROPRIETARY INFORMATION

- A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 23. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS, RESERVED

SECTION 24. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party 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.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. 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 Contract 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."

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract 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 Contract.
- D. 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 contract monies to describe and promote services provided through this Contract.

SECTION 25. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 26. LIAISON AND SERVICE OF NOTICES

- A. Sara Loewen, or their successor, will be the liaison for the Department. Contact information is as follows:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

Lori Thibodeau, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Lori Thibodeau,
110 Main Street Suite #5
Polson, MT, 59860
Phone Number (406) 883-7284
Fax Number (406) 883-7363
LoriT@a6wm.onmicrosoft.com

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

SECTION 27. IDENTIFICATION/SUBSTITUTION OF PERSONNEL

The personnel identified or described in Contractor's proposal shall perform the services provided for the Department under this Contract. Contractor agrees that any personnel substituted during the term

of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The Department reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. The Department's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. The Department reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

SECTION 28. MEETINGS

- A. **Technical or Contractual Problems.** Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.
- B. **Progress Meetings.** During the term of this Contract, the Department's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the Department's progress in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the Department to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- C. **Failure to Notify.** If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.
- D. **The Department's Failure or Delay.** For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such

problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

SECTION 29. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 30. CONTRACT TERMINATION

- A. Subject to Section 30. E. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. Subject to Section 30. E. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. Subject to Section 30. E. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
 - 1. federal or state funding for this Contract becomes unavailable or reduced for any reason;
 - 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.
- E. In accordance with 7 CFR §250.4(c) (4) and 7 CFR §247.4(b)(6) which relate to the termination of agreements:

1. Termination by State agency.
 - a. The State agency may terminate an eligible recipient agency's participation in CSFP or may be required to terminate an eligible recipient agency's participation, in whole or in part, if the eligible recipient agency does not comply with the program provisions and requirements. The State agency must notify the eligible recipient agency in writing of the termination, the reasons for the action, and the effective date, and must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
 - b. The State agency may terminate an eligible recipient agency's participation in CSFP upon 30 days' written notice to the eligible recipient agency. The State agency must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
2. Termination by eligible recipient agency. The eligible recipient agency may terminate its participation in the program, in whole or in part, upon written notification to the State agency, stating the reasons and effective date of the action. In accordance with 7 CFR §247.4(b)(6), which relates to the termination of agreements, the eligible recipient agency must provide, at minimum, 30 days' written notice.
3. Termination by mutual agreement. The eligible recipient agency's program may also be terminated, in whole or in part, if both the State and eligible recipient agency agree that the action would be in the best interest of the program. The two parties must agree upon the conditions of the termination, including the effective date.

SECTION 31. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated

services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F.** Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 32: TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract 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 Contract or particular work under this Contract. 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 Contract, 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 Contract rates. If State terminates a project or this Contract 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.

SECTION 33. CHOICE OF LAW, REMEDIES AND VENUE

- A.** This Contract is governed by the laws of the State of Montana.

- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 34. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

SECTION 35. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

A. Contract

This Contract consists of sixteen (16) numbered pages, any Attachments listed in Section 1 as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

C. Amendment

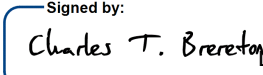
Any amendment or modification must be in a written agreement signed by the parties.

AUTHORITY TO EXECUTE

The Terms and Conditions of Contract Number 25027210100.


The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES


BY: Signed by:
 Director
0E90064370A54E3...
 Charles T. Brereton, Director Date: 1/22/2025

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, HUMAN COMMUNITY SERVICES DIVISION

Approved as to Form:

BY: DocuSigned by:
 Contract Manager & Financial Specialist
08ECEDE0B9EB4AA...
 Contract Officer Date: 1/8/2025

CONTRACTOR

BY: DocuSigned by:
 Executive Director
A7AE22D159F7417...
 Authorized Signer Date: 1/13/2025

ATTACHMENT A

SCOPE OF WORK

This Contract shall govern the distribution of food commodities to eligible households living within the geographic boundaries of the Program Service Area of the "CSFP" Local Agency Contractor in accordance with the USDA approved Montana CSFP State Plan, 7 CFR Part 247 as revised April 15, 2013; 2 CFR 200; and 7 CFR, Part 250, Subchapter B.

SERVICES TO BE PROVIDED

A. The Contractor must provide the following goods or services:

For this contract period, the Contractor is assigned a caseload per month as indicated in Attachment C. The Contractor may not exceed their caseload unless approved in advance by the Department and maximize participation by distributing "unclaimed food packages" to certified waiting list person(s) as stated in Attachment C. At the option of the Department, the Contractor's caseload slots may be increased if slots are available and the Contractor can provide evidence the additional slots will be utilized, or may be decreased if unused or if the total slots to the Department are decreased by USDA; confirmation of any increase or decrease shall be made by the issuance of a new Attachment C-4 by e-mail or facsimile and/or mail, in which case Attachment C-4 will become a part of this contract without a written amendment of the contract signed by the parties. Certification for eligible persons will be in accordance with 7 CFR Part 247.8, Part 247.9, Part 247.15, Part 247.16 and Part 247.17. Note: 2008 Farm Bill removed the priority system for assigning caseloads.

B. The Contractor agrees to:

1. administer the CSFP in accordance with the USDA approved Montana State CSFP Plan, provisions of 7 CFR 247, and with the provision of part 7 CFR 250 of this Chapter unless they are inconsistent with the provisions of 247 as listed in Section 2, above at the certification and distribution sites listed for the Contractor in Attachment D;
2. be responsible and maintain appropriate insurance coverage for any loss resulting from improper distribution, or improper storage, care or handling of commodities;
3. be responsible for any misuse of program funds received under this program
4. maintain and operate a CSFP office, storage and issuance facility(ies) and training of staff and volunteers that includes annual Civil Rights training and documentation;
5. maintain acceptable USDA security and storage standards in accordance with 7 CFR 250.14 for USDA Commodities held in its storage facilities against loss by fire, flood, theft or vandalism;
6. complete and provide to the Department all forms, reports and supporting documentation as requested by the Department;
7. provide to the Department within 30 days of receipt, a copy of the Audit Report from the most recently completed single agency audit which conforms with the requirements set forth in 2 CFR 200.501.

8. provide nutrition education as required in 7 CFR 247.18 and advise participants of the importance of health care;
9. provide written information on at least one occasion to participants or their legal representative(s) on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR 247.14 to include:
 - a. the following programs to each elderly applicant, participant or legal representative:
 - i. the Supplemental Security Income benefits provided under Title XVI of the Social Security Act,
 - ii. the Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
 - iii. the Food Stamp Program.
10. determine client eligibility for services under this contract within 10 days of application; each application to be date stamped upon receipt:
 - a. in accordance with the requirements of Section 8, Limitations and Eligibility;
 - b. take steps to prevent and detect dual participation, as required in 7 CFR 247.19;
 - c. provide notification of eligibility to include information on the time, location, and means of food distribution, and the length of the certification period; or,
 - d. provide written notification of placement on a waiting list for categorically eligible clients when maximum caseload is being utilized by the local agency; or,
 - e. provide written notification of ineligibility within 10 days of application and must include reason for ineligibility, statement of an individual's right to a fair hearing to appeal the decision in accordance with 7 CFR 247.33(a) and a statement that program standards are applied without discrimination by race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
11. notification of discontinuance must be made in writing 15 days before the effective date of the discontinuance according to the following:
 - a. notification must be made when there is evidence that a participant is no longer eligible for CSFP benefits during the certification period; or,
 - b. when there is a lack of resources necessary to continue providing benefits to the participant; and,
 - c. must include the effective date of discontinuance, the reason for the discontinuance, a statement of the individual's right to appeal the discontinuance through the fair hearings process in accordance with 7 CFR 247.33(a) and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or

funded

by

USDA.

12. distribute and use of CSFP commodities in accordance with the FNS approved food package guide rate and in accordance with 7 CFR 247.10 to eligible persons up to but not exceeding the assigned caseload slots as stated in A. of this Section, above; to include;
 - a. order only the amount of food necessary for a full food package distribution for the pre-determined monthly or every two-month cycle by adjusting for physically counted remaining inventory from the previous cycle;
 - b. submit orders to the Department to allow sufficient time for the order to be processed, scheduled and delivered;
 - c. require proper identification be presented by each participant or participant's proxy prior to issuance of the food package;
 - d. for each distribution cycle maintain food package issuance records at a minimum to include cycle month(s)/year, client name, total served and an authorized issuance site signatory;
 - a. no excess inventory be maintained, unless authorized in writing by Department, beyond that of uneven case units and no show/unissued food packages (example: 12 cheese to case, 11 assigned clients = 1 excess unit, 10 picked up and 1 unit no show = 2 units remaining). Any remaining inventory must be accounted for in monthly inventory reports and included in the next distribution cycle.
 13. Make available for inspection to representatives of the State agency, it's representatives or the USDA during normal business hours or at other reasonable times the USDA Foods in storage and the facilities or warehouse used in the handling and storage of these foods;
 14. conduct program outreach activities and maintain a waiting list of unserved clients that exceed the slots allocated to the Contractor of Attachment C according to the requirements of 7 CFR 247.11; and,
 15. pursue claims in excess of \$100 against participants determined to have improperly received commodities to recover the cost of the commodities received or improperly used according to 7 CFR 247.30 (c).
 16. required all sub-agency contractors to comply with regulations found at 7 CFR 16 related to equal opportunity for faith-based organizations that operate USDA programs, and religious protections for USDA program beneficiaries.
 17. comply with all requirements relating to food safety and food recalls.
- C. Time is of the essence under this contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
- D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified, and credentialed as required by law.

- E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this contract.

REPORTS

- A. The Contractor agrees to collect data, complete and submit all reports and documents as requested by the Department and in accordance with the guidelines and specifications established by the CFR and state plan.
- B. The Contractor shall submit:
1. The FNS-153, Monthly Report of the Commodity Supplemental Food Program ***on or before the 15th of the month, following the monthly period covered by the report.*** THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT;
 2. a Department invoice at least monthly claiming reimbursement for the number of participants served during the invoice period by month with supporting documentation;
 3. the FNS-191 Racial/Ethnic Report annually based on the April participation by June 15th; and
 4. a final invoice consisting of the report indicated in number 1 of this Part and any unexpended funds, is due no later than October 31, 2025.

ATTACHMENT B

INCOME GUIDELINE

FFY 2025 Initial Exhibit B						
2025 Commodity Supplemental Food Program (CSFP)						
ELDERLY INCOME GUIDELINES						
130% OF POVERTY LEVEL OR LESS						
Guidelines Effective February 6, 2024						
130% OF POVERTY INDEX						
HOUSEHOLD SIZE	FEDERAL POVERTY 2024 GUIDELINES ANNUAL	CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY				
		ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY
1	\$15,060	\$19,578	\$1,632	\$816	\$753	\$377
2	\$20,440	\$26,572	\$2,215	\$1,108	\$1,022	\$511
3	\$25,820	\$33,566	\$2,798	\$1,399	\$1,291	\$646
4	\$31,200	\$40,560	\$3,380	\$1,690	\$1,560	\$780
5	\$36,580	\$47,554	\$3,963	\$1,982	\$1,829	\$915
6	\$41,960	\$54,548	\$4,546	\$2,273	\$2,098	\$1,049
7	\$47,340	\$61,542	\$5,129	\$2,565	\$2,367	\$1,184
8	\$52,720	\$68,536	\$5,712	\$2,856	\$2,636	\$1,318
For each add'l family member, add.....	\$5,380	\$6,994	\$583	\$292	\$269	\$135
Based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #89 FR 2961, pages 2961-2963 Document #2024-00796						

ATTACHMENT C

CASELOAD ASSIGNMENTS
Federal Fiscal Year 2025, 10/1/2024 to 9/30/2025

- This table represents the monthly and total annual caseload assignments for FY25.
- The reimbursement rate starting 10/1/2024 will be \$4.30 per case. This rate may fluctuate and will be updated with the reassessed caseloads and provided through an award letter as referenced in Section 3: Considerations and Payments (B).
- The current column for 1/1/25-9/30/25 is an estimate. Adjusted caseloads will be assigned beginning January 1, 2025.
- Local agencies may not exceed their total annual caseload assignment.
- Caseloads may be reassessed MONTH-BY-MONTH, any new caseload assignments will be provided through an award letter throughout the remainder of FFY 2025 as referenced in Section 3: Considerations and Payments (B).

<i>Updated 7/1/2024</i>	Caseloads		
AGENCY NAME	10/1/24 to 12/31/24	<u>Estimated</u> 1/1/25 to 9/30/25	Total Annual Caseload
AREA V AGENCY ON AGING - BUTTE	297	297	3564
DISTRICT 9 HRDC-GVFB – BOZEMAN	236	236	2832
N. CENTRAL AOA – CONRAD	201	201	2412
HILL COUNTY AOA - HAVRE	90	90	1080
ACTION FOR E. MONTANA - GLENDIVE	336	336	4032
ST. VINCENT DE PAUL - GREAT FALLS	336	336	4032
ROCKY MOUNTAIN DEV COUNCIL - HELENA	393	393	4716
FLATHEAD FOOD BANK - KALISPELL	300	300	3600
MISSOULA FOOD BANK - MISSOULA	463	463	5556
AREA VI AOA - POLSON	723	723	8676
AREA II AOA – ROUNDUP	562	562	6744
FAMILY SERVICES-BILLINGS	304	304	3648
RAVALLI COUNTY COA - HAMILTON	180	180	2160
CASELOAD TOTALS	4421	4421	53,052

FEDERAL REGULATIONS 7 CFR 247.21: The state agency is assigned a base caseload for each caseload cycle. The base caseload is determined by the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year.

Caseload means the number of persons the State agency may serve on an average monthly basis over the course of the caseload cycle.

Caseload cycle means the period from January 1 through the following December 31.

Final caseload assignments are issued within 30 days after enactment of
appropriations legislation covering the full fiscal year.

ATTACHMENT D
FFY2025
CSFP CONTRACTORS' REMOTE LOCATIONS

Agencies are contracted by the state to provide CSFP services in their areas. Currently there are 12 Local Agency Contracts renewed annually.

GALLATIN VALLEY FOOD BANK - Area IX HRDC

602 BOND

BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belgrade – Issuance – Mobile Delivery – 586-7600

Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600

Bozeman – Issuance - Bozeman Sr. Center – 807 N. Tracy – 586-2421

Clyde Park – Issuance – Livingston Food Pantry - 222-5335

Emigrant – Issuance – Livingston Food Pantry – 222-5335

Ennis – Issuance – Mobile Delivery – 586-7600

Gallatin Gateway – Issuance – Mobile Delivery – 586-7600

Gardiner – Issuance – Gardiner Food Pantry – 222-5335

Harrison-Issuance – Mobile Delivery – 586-7600

Livingston – Issuance – Livingston Food Pantry – 222-5335

Manhattan – Issuance – Mobile Delivery – 586-7600

Pony – Issuance – Mobile Delivery – 586-7600

Pray – Issuance – Mobile Delivery – 586-7600

Three Forks – Issuance – Mobile Delivery – 586-7600

West Yellowstone – Issuance – Gallatin Valley Food Bank

Wilsall – Issuance – Mobile Delivery – 222-5335

Willow Creek – Issuance – Mobile Delivery – 586-7600

COUNTIES SERVED: Gallatin, Madison and Park

FAMILY SERVICES

3927 1ST AVE SOUTH

BILLINGS, MT 59101

COMMUNITIES AND SURROUNDING AREAS SERVED:

Ballantine – Mobile Delivery – (406) 259-2269

Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 –(406) 259-2269

Lewistown – Mobile Delivery –(406) 259-2269

Worden – Mobile Delivery –(406) 259-2269

COUNTIES SERVED: Fergus and Yellowstone

AREA V AGENCY ON AGING

1015 SOUTH MONTANA STREET

BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:

Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504

Butte – Certification and Issuance – 1015 S Montana – 782-5555

Deer Lodge – Certification and Issuance – Courthouse – 846-9789
Dillon – Certification and Issuance – Mobile Delivery – 865-0749
Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903
COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2
CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Sandy – Issuance - Sr Center – 378-2405
Browning – Certification and Issuance – Food Bank – 338-7340
Chester – Issuance – PO Box 13 – 759-5244
Choteau – Issuance – Mobile Delivery – 476-3424
Conrad – Certification and Issuance – 311 S. Virginia – 271-7553
Cut Bank – Issuance – 715 E Main – 873-2961
Dupuyer – Issuance – Mobile Delivery – 279-3527
Dutton – Issuance – Sr Center – 476-3227
Fairfield – Issuance – Mobile Delivery – 476-3424
Fort Benton – Issuance – 1408 Front Street – 622-3601
Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417
Havre – Area X Agency on Aging – 2 2nd St West – 265-5464
Heart Butte – Certification and Issuance – Sr Center – 338-2222
Kevin – Issuance – Mobile Delivery
Power – Issuance – Mobile Delivery – 476-3424
Shelby – Issuance – 739 N Benton – 434-2992
Sunburst – Issuance – Mobile Delivery
Valier – Issuance – Mobile Delivery – 279-3527
COUNTIES SERVED: Blaine, Choteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309
2030 NO MERRILL
GLEN DIVE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:

Baker – Certification and Issuance – PO Box 1025 – 778-3595
Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646 (Manor), Delivery – 119 N. Park Avenue
Circle – PO Box 442, 485-2418
Ekalaka – Certification and Issuance – PO Box 504 – 775-8751
Forsyth – Certification and Issuance – PO Box 1256 – 346-2878
Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500
Glendive – Certification and Issuance – PO Box 1309/2030 N Merrill Ave – 377-3564
Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886
Jordan – Certification and Issuance – PO Box 364 - 852-4588
Malta – Certification and Issuance – PO Box 1267 – 654-1235
Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482
Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412
Sidney – Certification and Issuance – 2190 W. Holly Street ,433-3701
Terry – Certification and Issuance – PO Box 873 - 635-5364

Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645

Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221

COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

ST. VINCENT de PAUL

426 CENTRAL AVENUE WEST

GREAT FALLS, MT 59404

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belt – Issuance – Mobile Delivery – 761-0111

Cascade – Issuance – Mobile Delivery – 761-0111

Centerville – Issuance – Mobile Delivery – 761-0111

Great Falls – Certification and Issuance and Mobile Delivery – 761-0111

Fort Shaw – Issuance – Mobile Delivery – 761-0111

Monarch – Issuance – Mobile Delivery – 761-0111

Neihart – Issuance – Mobile Delivery – 761-0111

Ulm – Issuance – Mobile delivery – 761-0111

Vaughn – Issuance – Mobile Delivery – 761-0111

COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING

310 OLD CORVALLIS RD

HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:

Corvallis - Mobile and Home Delivery & Certification - 363-5690

Darby - Mobile and Home Delivery & Certification - 363-5690

Florence – Home Delivery & Certification - 363-5690

Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690

Stevensville - Mobile and Home Delivery & Certification - 363-5690

Sula – Mobile and Home Delivery & Certification - 363-5690

Victor - Mobile and Home Delivery & Certification - 363-5690

COUNTY SERVED: Ravalli

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA

201 SO LAST CHANCE GULCH

HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:

Augusta – Issuance – 134 Main St – 562-3623

Avon-@ Avon Post Office

Boulder – Issuance –201 Main St. – 225-3656

Elliston-@ Post Office

East Helena – Issuance @ Methodist Church – 50 Prickly Pear Ave.

Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance – Helena Food Share –

1616 Lewis – 443-3663

Lincoln – Issuance – Main St – 362-4504

Townsend – Issuance – 516 2nd St – 266-3995

White Sulphur Springs – Issuance – Mobile Delivery – 547-3651

Whitehall – Issuance - 3 No. Division – 287-5336

Wolf Creek – Issuance – Wolf Creek School – no phone

COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK

1203 HIGHWAY 2 WEST – SUITE 2

KALISPELL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:

Kalispell – Certification - Issuance - Mobile Delivery – 752-3663

Big Fork – Issuance – Mobile Delivery

Columbia Falls – Issuance – Mobile Delivery

Coram – Issuance – Mobile Delivery

Hungry Horse – Issuance – Mobile Delivery

Lakeside – Issuance – Mobile Delivery

Marion – Issuance – Mobile Delivery

Martin City – Issuance – Mobile Delivery

Whitefish – Issuance – Mobile Delivery

COUNTY SERVED: Flathead

MISSOULA FOOD BANK

1720 WYOMING ST

MISSOULA, MT 59801

COMMUNITIES AND SURROUNDING AREAS SERVED:

Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543

Arlee – Issuance – Pick-up Only – 549-0543

Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543

Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543

Drummond – Issuance – Pick-up Only – 549-0543

East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543

Florence – Issuance – Pick-up Only – 549-0543

Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543

Huson – Issuance – Pick-up & Mobile Delivery – 549-0543

Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543

Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543

Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543

Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543

Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543

COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING

110 MAIN STREET – SUITE 5

POLSON, MT 59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:

Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343

Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery

Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery

Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery

Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery

Lake County COA - Certification – 528 Main St – Ronan – 676-2367

Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367
St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367
Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367
Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367
Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367
Polson Senior Center - Both pickup and Mobile Delivery – 883-4735
Elmo – Mobile Delivery – 676-2367
Mineral County – St. Regis Community Center – 678-4240
St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop –
649-2637 - Both pickup and Mobile Delivery
Superior – Mobile Delivery out of St. Regis – 649-2637
Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery
Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139
Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery
Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both
pickup and Mobile Delivery
Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and Mobile
Delivery
COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING

PO BOX 127
1502 4TH ST WEST
ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 –
932-4587 – Sweet Grass County service area
Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-
3462 – Big Horn County service area
Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569
Wheatland County service area
Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 –
962-3800 – Carbon and Stillwater Counties
Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 -
477-8707 – N. Cheyenne Reservation service area
Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St,
Roundup 59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County
service area

COUNTIES SERVED: Bighorn, Carbon, Golden Valley, Judith Basin, Musselshell, Petroleum,
Stillwater, Sweet Grass, and Wheatland.

ATTACHMENT E

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 Work Place. 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.fsrs.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: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
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. Contractor 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. Contractor/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 telephone (currently 866-606-8220) or the internet (currently at 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);
 - (7) 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
 - (8) 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 F

Rev. 8/1/2024

INSURANCE REQUIREMENTS

I. General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connections with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

II. Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

III. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as a certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor's must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

IV. Insurance Requirements.

Specific Requirements for Compliance With Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are

State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability:

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right do subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver or subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor's insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insured for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

Specific Requirements for Automobile Liability:

Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Specific Requirements for Professional Liability: Not Applicable to this Contract

Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$ 1,000,000 per occurrence and \$ 2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside of the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

ATTACHMENT G

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**, Western Montana, Area 6 Agency on Aging, 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: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department

of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Will additionally comply with: (a) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (b) 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; c) §§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; (d) 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; (e) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (f) 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.

CONTRACTOR

DocuSigned by:
BY: Lori Thibodeau Executive Director
ATAE22D159F7417
Authorized Signer

Date: 1/13/2025

DISCLOSURE OF LOBBYING ACTIVITIES**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

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

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

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

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

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

ATTACHMENT H**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 >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number		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		Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	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		Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1		Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2		
FFATA-1-04-C	City		
FFATA-1-04-D	State		

FFATA-1-04-E	Zip+4		
FFATA-1-04-F	Congressional District		01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number		If not known, DPHHS will complete.
FFATA-1-06	Total Contract		Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	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		Provide City of primary performance.
FFATA-1-08-B	Primary Performance County		Provide County of primary performance.
FFATA-1-08-C	Primary Performance State		Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4		Provide Zip of primary performance.
FFATA-1-08-E	Congressional District		Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency		If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action		

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:
DPHHS CONTRACT #:
UEI #:
SUBMITTED BY:
INSERT DATE:
Is Subrecipient (Contractor) Exempt?

	Name	Total Compensation	Title
1.			
2.			
3.			
4.			
5.			

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

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

CONTRACTOR

DocuSigned by:
BY: Lori Thibodeau Executive Director
Authorized Signer

Date: 1/13/2025

**CONTRACT FOR
COMMODITY SUPPLEMENTAL FOOD PROGRAM
CONTRACT HHS-HCSD-00001067
DPHHS 25027210140**

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202925, Helena, MT, 59601, Phone Number (406) 444-0640, and Fax Number (406) 444-2547, and Family Services, ("Contractor") whose contact information is as follows: Federal Tax ID 81-0232120, UEI Number M7JFAMRWFJQ6, PO Box 1020, Billings Montana 59101 Phone Number (406) 259-2269; respectively (collectively, the "Parties").

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties to establish and operate the United States Department of Agriculture, Food and Nutrition Services, Commodity Supplemental Food Program (hereinafter referred to as the "USDA", "FNS", "CSFP") and to provide supplemental foods and nutrition education to eligible persons through state or local agencies, (the "Services"), as more particularly described in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Income Guidelines
 - 4. Attachment C: Caseload Assignments
 - 5. Attachment D: CSFP Contractors Remote Locations
 - 6. Attachment E: Federal and State Law Requirements
 - 7. Attachment F: Insurance Requirements
 - 8. Attachment G: Assurances
 - 9. Attachment H: FFATA

SECTION 2. TERM OF CONTRACT

The term of this Contract is from October 01, 2024 through September 30, 2025 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This Contract, including any renewals, may not exceed a total of 7 years.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor a total of \$3,567 for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

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

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

The Department will reimburse an amount identified in Attachment C per eligible client household served per month not to exceed the assigned annual caseload listed in Attachment C of this agreement 000 under FFY25 and not to exceed a total contract amount of \$3,567 through September 30, 2025. The Department will issue a formal Award Letter indicating the caseload assignment to the agency, and the reimbursement amount. Caseloads may fluctuate between agencies depending on the current need of the clients within the service area.

1. Payment to the Contractor shall be made to:

Family Services
PO Box 1020
Billings Montana 59101

2. The Contractor must request reimbursement for actual allowable expenditures incurred on an invoice form provided by the Department by the 10th of the month following the month in which the Contractor made the expenditure. An accounting system generated report itemizing all services and expenses for reimbursement, must accompany each invoice and must support the amount request on the invoice. The Department shall issue payment to the Contractor within 30 days following receipt of an invoice from the Contractor for all verified expenditures. Reimbursement of expenditures may be delayed for failure to provide complete and accurate documentation as requested by the Department; and

3. No additional costs will be paid under the contract as reimbursement is based solely on the number of clients served.

C. Adjustments to Consideration

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

D. Sources of Funding

The sources of the funding for this Contract are 100% from a grant from USDA, CFDA Number 10.565.

E. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the

Department if it determines a payment may be erroneous or improper, and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 4. PREVAILING WAGE REQUIREMENTS, RESERVED

SECTION 5. COST ADJUSTMENTS

Cost Increase by Mutual Agreement. After the Contract's initial term and if the Department agrees to a renewal, the parties may agree upon a cost increase. The Department is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

SECTION 6. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The Department's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, The Department may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 7. CREATION AND RETENTION OF RECORDS

A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.

- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 8. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

- E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.

- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 10. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 11. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 12. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment F, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 13. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 14. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment E to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment G and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. The following information may be required pursuant to 2 CFR 200:
 - 1. Recipient Name: Area V Agency on Aging
 - 2. Recipient Unique Entity Identifier: U25KDYJ64137
 - 3. Unique Federal Award Identification Number (FAIN): 253MT815Y8005
 - 4. Federal Award Date: October 2, 2024
 - 5. Period of Performance Start and End Date: October 1, 2024 through September 30, 2025
 - 6. Budget Period Start and End Date: October 1, 2024 through September 30, 2025
 - 7. Amount of Federal Funds Obligated by this Action: \$3,567
 - 8. Total Amount of Federal Funds Obligated: \$3,567
 - 9. Total Approved Cost Sharing, where applicable: \$0.00
 - 10. Total Amount of the Federal Award including approved Cost Sharing: \$97,803
 - 11. Budget Approved by the Federal Agency:

FNS Mountain Plains Regional Office
 Food and Nutrition Service
 1244 Speer Blvd., Suite 903
 Denver, CO 80204-3585

12. Federal Award Description: Commodity Supplemental Food Program

13. Name

13.1 Federal Awarding Agency: U.S. Department of Agriculture - Food and Nutrition Service

13.2 Pass Through & Contact Information:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

14. Assistance Listings Number and Title – the pass-through entity must identify the dollar amount made available under each federal award and ALN:

10.565-Commodity Supplemental Food Program

15. Identification of whether the Award is R&D: No

16. Indirect Cost Rate for the Federal award: See Section 3.B.3.

- I. 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 30-20-MCA.

SECTION 15. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. § 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website.

SECTION 16. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract 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 Contract, shall be delivered to the Department.

SECTION 17.	INTELLECTUAL PROPERTY/OWNERSHIP, RESERVED
SECTION 18.	PATENT AND COPYRIGHT PROTECTION, RESERVED
SECTION 19.	CONTRACT PERFORMANCE SECURITY, RESERVED
SECTION 20.	CONTRACT OVERSIGHT, RESERVED

SECTION 21. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person. Personal Information that can be used to distinguish or trace an individual's identity (PII)
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other 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 to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in

relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 22. PROPRIETARY INFORMATION

- A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 23. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS, RESERVED

SECTION 24. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party 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.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. 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 Contract 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."

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract 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 Contract.
- D. 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 contract monies to describe and promote services provided through this Contract.

SECTION 25. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 26. LIAISON AND SERVICE OF NOTICES

- A. Sara Loewen, or their successor, will be the liaison for the Department. Contact information is as follows:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

Ryan Cremer, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Ryan Cremer,
PO Box 1020
Billings Montana 59101
Phone Number (406) 259-2269
Rcremer@famserv.com

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

SECTION 27. IDENTIFICATION/SUBSTITUTION OF PERSONNEL

The personnel identified or described in Contractor's proposal shall perform the services provided for the Department under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better

qualified than the personnel originally assigned. The Department reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. The Department's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. The Department reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

SECTION 28. MEETINGS

- A. **Technical or Contractual Problems.** Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.
- B. **Progress Meetings.** During the term of this Contract, the Department's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the Department's progress in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the Department to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- C. **Failure to Notify.** If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.
- D. **The Department's Failure or Delay.** For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

SECTION 29. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 30. CONTRACT TERMINATION

- A. Subject to Section 30. E. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. Subject to Section 30. E. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. Subject to Section 30. E. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
 - 1. federal or state funding for this Contract becomes unavailable or reduced for any reason;
 - 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.
- E. In accordance with 7 CFR §250.4(c) (4) and 7 CFR §247.4(b)(6) which relate to the termination of agreements:
 - 1. Termination by State agency.

- a. The State agency may terminate an eligible recipient agency's participation in CSFP or may be required to terminate an eligible recipient agency's participation, in whole or in part, if the eligible recipient agency does not comply with the program provisions and requirements. The State agency must notify the eligible recipient agency in writing of the termination, the reasons for the action, and the effective date, and must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
 - b. The State agency may terminate an eligible recipient agency's participation in CSFP upon 30 days' written notice to the eligible recipient agency. The State agency must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
2. Termination by eligible recipient agency. The eligible recipient agency may terminate its participation in the program, in whole or in part, upon written notification to the State agency, stating the reasons and effective date of the action. In accordance with 7 CFR §247.4(b)(6), which relates to the termination of agreements, the eligible recipient agency must provide, at minimum, 30 days' written notice.
 3. Termination by mutual agreement. The eligible recipient agency's program may also be terminated, in whole or in part, if both the State and eligible recipient agency agree that the action would be in the best interest of the program. The two parties must agree upon the conditions of the termination, including the effective date.

SECTION 31. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the

replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F.** Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 32: TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract 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 Contract or particular work under this Contract. 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 Contract, 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 Contract rates. If State terminates a project or this Contract 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.

SECTION 33. CHOICE OF LAW, REMEDIES AND VENUE

- A.** This Contract is governed by the laws of the State of Montana.

- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 34. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

SECTION 35. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

A. Contract

This Contract consists of sixteen (16) numbered pages, any Attachments listed in Section 1 as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

C. Amendment

Any amendment or modification must be in a written agreement signed by the parties.

AUTHORITY TO EXECUTE

The Terms and Conditions of Contract Number 25027210140.

The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

Signed by:
BY: Charles T. Brereton Director Date: 1/22/2025
0E90064370A34E3...
Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, HUMAN COMMUNITY SERVICES DIVISION

Approved as to Form:

DocuSigned by:
BY: Alisha Baker Contract Manager & Financial Specialist Date: 1/8/2025
08ECEDE0B9EB4AA...
Contract Officer

CONTRACTOR

DocuSigned by:
BY: Ryan Cremer Executive Director Date: 1/8/2025
0E1AB7040C11469...
Authorized Signer

ATTACHMENT A

SCOPE OF WORK

This Contract shall govern the distribution of food commodities to eligible households living within the geographic boundaries of the Program Service Area of the "CSFP" Local Agency Contractor in accordance with the USDA approved Montana CSFP State Plan, 7 CFR Part 247 as revised April 15, 2013; 2 CFR 200; and 7 CFR, Part 250, Subchapter B.

SERVICES TO BE PROVIDED

A. The Contractor must provide the following goods or services:

For this contract period, the Contractor is assigned a caseload per month as indicated in Attachment C. The Contractor may not exceed their caseload unless approved in advance by the Department and maximize participation by distributing "unclaimed food packages" to certified waiting list person(s) as stated in Attachment C. At the option of the Department, the Contractor's caseload slots may be increased if slots are available and the Contractor can provide evidence the additional slots will be utilized, or may be decreased if unused or if the total slots to the Department are decreased by USDA; confirmation of any increase or decrease shall be made by the issuance of a new Attachment C-4 by e-mail or facsimile and/or mail, in which case Attachment C-4 will become a part of this contract without a written amendment of the contract signed by the parties. Certification for eligible persons will be in accordance with 7 CFR Part 247.8, Part 247.9, Part 247.15, Part 247.16 and Part 247.17. Note: 2008 Farm Bill removed the priority system for assigning caseloads.

B. The Contractor agrees to:

1. administer the CSFP in accordance with the USDA approved Montana State CSFP Plan, provisions of 7 CFR 247, and with the provision of part 7 CFR 250 of this Chapter unless they are inconsistent with the provisions of 247 as listed in Section 2, above at the certification and distribution sites listed for the Contractor in Attachment D;
2. be responsible and maintain appropriate insurance coverage for any loss resulting from improper distribution, or improper storage, care or handling of commodities;
3. be responsible for any misuse of program funds received under this program
4. maintain and operate a CSFP office, storage and issuance facility(ies) and training of staff and volunteers that includes annual Civil Rights training and documentation;
5. maintain acceptable USDA security and storage standards in accordance with 7 CFR 250.14 for USDA Commodities held in its storage facilities against loss by fire, flood, theft or vandalism;
6. complete and provide to the Department all forms, reports and supporting documentation as requested by the Department;
7. provide to the Department within 30 days of receipt, a copy of the Audit Report from the most recently completed single agency audit which conforms with the requirements set forth in 2 CFR 200.501.

8. provide nutrition education as required in 7 CFR 247.18 and advise participants of the importance of health care;
9. provide written information on at least one occasion to participants or their legal representative(s) on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR 247.14 to include:
 - a. the following programs to each elderly applicant, participant or legal representative:
 - i. the Supplemental Security Income benefits provided under Title XVI of the Social Security Act,
 - ii. the Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
 - iii. the Food Stamp Program.
10. determine client eligibility for services under this contract within 10 days of application; each application to be date stamped upon receipt:
 - a. in accordance with the requirements of Section 8, Limitations and Eligibility;
 - b. take steps to prevent and detect dual participation, as required in 7 CFR 247.19;
 - c. provide notification of eligibility to include information on the time, location, and means of food distribution, and the length of the certification period; or,
 - d. provide written notification of placement on a waiting list for categorically eligible clients when maximum caseload is being utilized by the local agency; or,
 - e. provide written notification of ineligibility within 10 days of application and must include reason for ineligibility, statement of an individual's right to a fair hearing to appeal the decision in accordance with 7 CFR 247.33(a) and a statement that program standards are applied without discrimination by race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
11. notification of discontinuance must be made in writing 15 days before the effective date of the discontinuance according to the following:
 - a. notification must be made when there is evidence that a participant is no longer eligible for CSFP benefits during the certification period; or,
 - b. when there is a lack of resources necessary to continue providing benefits to the participant; and,
 - c. must include the effective date of discontinuance, the reason for the discontinuance, a statement of the individual's right to appeal the discontinuance through the fair hearings process in accordance with 7 CFR 247.33(a) and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or

funded

by

USDA.

12. distribute and use of CSFP commodities in accordance with the FNS approved food package guide rate and in accordance with 7 CFR 247.10 to eligible persons up to but not exceeding the assigned caseload slots as stated in A. of this Section, above; to include;
 - a. order only the amount of food necessary for a full food package distribution for the pre-determined monthly or every two-month cycle by adjusting for physically counted remaining inventory from the previous cycle;
 - b. submit orders to the Department to allow sufficient time for the order to be processed, scheduled and delivered;
 - c. require proper identification be presented by each participant or participant's proxy prior to issuance of the food package;
 - d. for each distribution cycle maintain food package issuance records at a minimum to include cycle month(s)/year, client name, total served and an authorized issuance site signatory;
 - a. no excess inventory be maintained, unless authorized in writing by Department, beyond that of uneven case units and no show/unissued food packages (example: 12 cheese to case, 11 assigned clients = 1 excess unit, 10 picked up and 1 unit no show = 2 units remaining). Any remaining inventory must be accounted for in monthly inventory reports and included in the next distribution cycle.
 13. Make available for inspection to representatives of the State agency, it's representatives or the USDA during normal business hours or at other reasonable times the USDA Foods in storage and the facilities or warehouse used in the handling and storage of these foods;
 14. conduct program outreach activities and maintain a waiting list of unserved clients that exceed the slots allocated to the Contractor of Attachment C according to the requirements of 7 CFR 247.11; and,
 15. pursue claims in excess of \$100 against participants determined to have improperly received commodities to recover the cost of the commodities received or improperly used according to 7 CFR 247.30 (c).
 16. require all sub-agency contractors to comply with regulations found at 7 CFR 16 related to equal opportunity for faith-based organizations that operate USDA programs, and religious protections for USDA program beneficiaries.
 17. comply with all requirements relating to food safety and food recalls.
- C. Time is of the essence under this contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
- D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified, and credentialed as required by law.

- E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this contract.

REPORTS

- A. The Contractor agrees to collect data, complete and submit all reports and documents as requested by the Department and in accordance with the guidelines and specifications established by the CFR and state plan.
- B. The Contractor shall submit:
1. The FNS-153, Monthly Report of the Commodity Supplemental Food Program ***on or before the 15th of the month, following the monthly period covered by the report.*** THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT;
 2. a Department invoice at least monthly claiming reimbursement for the number of participants served during the invoice period by month with supporting documentation;
 3. the FNS-191 Racial/Ethnic Report annually based on the April participation by June 15th; and
 4. a final invoice consisting of the report indicated in number 1 of this Part and any unexpended funds, is due no later than October 31, 2025.

ATTACHMENT B

INCOME GUIDELINE

FFY 2025 Initial Exhibit B						
2025 Commodity Supplemental Food Program (CSFP)						
ELDERLY INCOME GUIDELINES						
130% OF POVERTY LEVEL OR LESS						
Guidelines Effective February 6, 2024						
130% OF POVERTY INDEX						
HOUSEHOLD SIZE	FEDERAL POVERTY 2024 GUIDELINES ANNUAL	CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY				
		ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY
1	\$15,060	\$19,578	\$1,632	\$816	\$753	\$377
2	\$20,440	\$26,572	\$2,215	\$1,108	\$1,022	\$511
3	\$25,820	\$33,566	\$2,798	\$1,399	\$1,291	\$646
4	\$31,200	\$40,560	\$3,380	\$1,690	\$1,560	\$780
5	\$36,580	\$47,554	\$3,963	\$1,982	\$1,829	\$915
6	\$41,960	\$54,548	\$4,546	\$2,273	\$2,098	\$1,049
7	\$47,340	\$61,542	\$5,129	\$2,565	\$2,367	\$1,184
8	\$52,720	\$68,536	\$5,712	\$2,856	\$2,636	\$1,318
For each add'l family member, add.....	\$5,380	\$6,994	\$583	\$292	\$269	\$135
Based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #89 FR 2961, pages 2961-2963 Document #2024-00796						

ATTACHMENT C

CASELOAD ASSIGNMENTS
Federal Fiscal Year 2025, 10/1/2024 to 9/30/2025

- This table represents the monthly and total annual caseload assignments for FY25.
- The reimbursement rate starting 10/1/2024 will be \$4.30 per case. This rate may fluctuate and will be updated with the reassessed caseloads and provided through an award letter as referenced in Section 3: Considerations and Payments (B).
- The current column for 1/1/25-9/30/25 is an estimate. Adjusted caseloads will be assigned beginning January 1, 2025.
- Local agencies may not exceed their total annual caseload assignment.
- Caseloads may be reassessed MONTH-BY-MONTH, any new caseload assignments will be provided through an award letter throughout the remainder of FFY 2025 as referenced in Section 3: Considerations and Payments (B).

<i>Updated 7/1/2024</i>	Caseloads		
AGENCY NAME	10/1/24 to 12/31/24	<u>Estimated</u> 1/1/25 to 9/30/25	Total Annual Caseload
AREA V AGENCY ON AGING - BUTTE	297	297	3564
DISTRICT 9 HRDC-GVFB – BOZEMAN	236	236	2832
N. CENTRAL AOA – CONRAD	201	201	2412
HILL COUNTY AOA - HAVRE	90	90	1080
ACTION FOR E. MONTANA - GLENDIVE	336	336	4032
ST. VINCENT DE PAUL - GREAT FALLS	336	336	4032
ROCKY MOUNTAIN DEV COUNCIL - HELENA	393	393	4716
FLATHEAD FOOD BANK - KALISPELL	300	300	3600
MISSOULA FOOD BANK - MISSOULA	463	463	5556
AREA VI AOA - POLSON	723	723	8676
AREA II AOA – ROUNDUP	562	562	6744
FAMILY SERVICES-BILLINGS	304	304	3648
RAVALLI COUNTY COA - HAMILTON	180	180	2160
CASELOAD TOTALS	4421	4421	53,052

FEDERAL REGULATIONS 7 CFR 247.21: The state agency is assigned a base caseload for each caseload cycle. The base caseload is determined by the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year.

Caseload means the number of persons the State agency may serve on an average monthly basis over the course of the caseload cycle.

Caseload cycle means the period from January 1 through the following December 31.

Final caseload assignments are issued within 30 days after enactment of
appropriations legislation covering the full fiscal year.

ATTACHMENT D
FFY2024
CSFP CONTRACTORS' REMOTE LOCATIONS

Agencies are contracted by the state to provide CSFP services in their areas. Currently there are 12 Local Agency Contracts renewed annually.

GALLATIN VALLEY FOOD BANK - Area IX HRDC

602 BOND
BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belgrade – Issuance – Mobile Delivery – 586-7600
Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600
Bozeman – Issuance - Bozeman Sr. Center – 807 N. Tracy – 586-2421
Clyde Park – Issuance – Livingston Food Pantry - 222-5335
Emigrant – Issuance – Livingston Food Pantry – 222-5335
Ennis – Issuance – Mobile Delivery – 586-7600
Gallatin Gateway – Issuance – Mobile Delivery – 586-7600
Gardiner – Issuance – Gardiner Food Pantry – 222-5335
Harrison-Issuance – Mobile Delivery – 586-7600
Livingston – Issuance – Livingston Food Pantry – 222-5335
Manhattan – Issuance – Mobile Delivery – 586-7600
Pony – Issuance – Mobile Delivery – 586-7600
Pray – Issuance – Mobile Delivery – 586-7600
Three Forks – Issuance – Mobile Delivery – 586-7600
West Yellowstone – Issuance – Gallatin Valley Food Bank
Wilsall – Issuance – Mobile Delivery – 222-5335
Willow Creek – Issuance – Mobile Delivery – 586-7600
COUNTIES SERVED: Gallatin, Madison and Park

FAMILY SERVICES

3927 1ST AVE SOUTH
BILLINGS, MT 59101

COMMUNITIES AND SURROUNDING AREAS SERVED:

Ballantine – Mobile Delivery – (406) 259-2269
Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 –(406) 259-2269
Lewistown – Mobile Delivery –(406) 259-2269
Worden – Mobile Delivery –(406) 259-2269
COUNTIES SERVED: Fergus and Yellowstone

AREA V AGENCY ON AGING

1015 SOUTH MONTANA STREET
BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:

Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504
Butte – Certification and Issuance – 1015 S Montana – 782-5555

Deer Lodge – Certification and Issuance – Courthouse – 846-9789
Dillon – Certification and Issuance – Mobile Delivery – 865-0749
Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903
COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2
CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Sandy – Issuance - Sr Center – 378-2405
Browning – Certification and Issuance – Food Bank – 338-7340
Chester – Issuance – PO Box 13 – 759-5244
Choteau – Issuance – Mobile Delivery – 476-3424
Conrad – Certification and Issuance – 311 S. Virginia – 271-7553
Cut Bank – Issuance – 715 E Main – 873-2961
Dupuyer – Issuance – Mobile Delivery – 279-3527
Dutton – Issuance – Sr Center – 476-3227
Fairfield – Issuance – Mobile Delivery – 476-3424
Fort Benton – Issuance – 1408 Front Street – 622-3601
Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417
Havre – Area X Agency on Aging – 2 2nd St West – 265-5464
Heart Butte – Certification and Issuance – Sr Center – 338-2222
Kevin – Issuance – Mobile Delivery
Power – Issuance – Mobile Delivery – 476-3424
Shelby – Issuance – 739 N Benton – 434-2992
Sunburst – Issuance – Mobile Delivery
Valier – Issuance – Mobile Delivery – 279-3527
COUNTIES SERVED: Blaine, Choteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309
2030 NO MERRILL
GLEN DIVE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:

Baker – Certification and Issuance – PO Box 1025 – 778-3595
Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646 (Manor), Delivery – 119 N. Park Avenue
Circle – PO Box 442, 485-2418
Ekalaka – Certification and Issuance – PO Box 504 – 775-8751
Forsyth – Certification and Issuance – PO Box 1256 – 346-2878
Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500
Glendive – Certification and Issuance – PO Box 1309/2030 N Merrill Ave – 377-3564
Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886
Jordan – Certification and Issuance – PO Box 364 - 852-4588
Malta – Certification and Issuance – PO Box 1267 – 654-1235
Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482
Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412
Sidney – Certification and Issuance – 2190 W. Holly Street ,433-3701
Terry – Certification and Issuance – PO Box 873 - 635-5364

Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645

Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221

COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

ST. VINCENT de PAUL

426 CENTRAL AVENUE WEST

GREAT FALLS, MT 59404

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belt – Issuance – Mobile Delivery – 761-0111

Cascade – Issuance – Mobile Delivery – 761-0111

Centerville – Issuance – Mobile Delivery – 761-0111

Great Falls – Certification and Issuance and Mobile Delivery – 761-0111

Fort Shaw – Issuance – Mobile Delivery – 761-0111

Monarch – Issuance – Mobile Delivery – 761-0111

Neihart – Issuance – Mobile Delivery – 761-0111

Ulm – Issuance – Mobile delivery – 761-0111

Vaughn – Issuance – Mobile Delivery – 761-0111

COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING

310 OLD CORVALLIS RD

HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:

Corvallis - Mobile and Home Delivery & Certification - 363-5690

Darby - Mobile and Home Delivery & Certification - 363-5690

Florence – Home Delivery & Certification - 363-5690

Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690

Stevensville - Mobile and Home Delivery & Certification - 363-5690

Sula – Mobile and Home Delivery & Certification - 363-5690

Victor - Mobile and Home Delivery & Certification - 363-5690

COUNTY SERVED: Ravalli

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA

201 SO LAST CHANCE GULCH

HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:

Augusta – Issuance – 134 Main St – 562-3623

Avon-@ Avon Post Office

Boulder – Issuance –201 Main St. – 225-3656

Elliston-@ Post Office

East Helena – Issuance @ Methodist Church – 50 Prickly Pear Ave.

Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance – Helena Food Share – 1616 Lewis – 443-3663

Lincoln – Issuance – Main St – 362-4504

Townsend – Issuance – 516 2nd St – 266-3995

White Sulphur Springs – Issuance – Mobile Delivery – 547-3651

Whitehall – Issuance - 3 No. Division – 287-5336

Wolf Creek – Issuance – Wolf Creek School – no phone

COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK

1203 HIGHWAY 2 WEST – SUITE 2

KALISPELL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:

Kalispell – Certification - Issuance - Mobile Delivery – 752-3663

Big Fork – Issuance – Mobile Delivery

Columbia Falls – Issuance – Mobile Delivery

Coram – Issuance – Mobile Delivery

Hungry Horse – Issuance – Mobile Delivery

Lakeside – Issuance – Mobile Delivery

Marion – Issuance – Mobile Delivery

Martin City – Issuance – Mobile Delivery

Whitefish – Issuance – Mobile Delivery

COUNTY SERVED: Flathead

MISSOULA FOOD BANK

1720 WYOMING ST

MISSOULA, MT 59801

COMMUNITIES AND SURROUNDING AREAS SERVED:

Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543

Arlee – Issuance – Pick-up Only – 549-0543

Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543

Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543

Drummond – Issuance – Pick-up Only – 549-0543

East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543

Florence – Issuance – Pick-up Only – 549-0543

Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543

Huson – Issuance – Pick-up & Mobile Delivery – 549-0543

Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543

Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543

Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543

Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543

Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543

COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING

110 MAIN STREET – SUITE 5

POLSON, MT 59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:

Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343

Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery

Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery

Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery

Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery

Lake County COA - Certification – 528 Main St – Ronan – 676-2367

Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367
St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367
Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367
Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367
Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367
Polson Senior Center - Both pickup and Mobile Delivery – 883-4735
Elmo – Mobile Delivery – 676-2367
Mineral County – St. Regis Community Center – 678-4240
St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop –
649-2637 - Both pickup and Mobile Delivery
Superior – Mobile Delivery out of St. Regis – 649-2637
Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery
Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139
Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery
Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both
pickup and Mobile Delivery
Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and Mobile
Delivery
COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING

PO BOX 127
1502 4TH ST WEST
ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 –
932-4587 – Sweet Grass County service area
Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-3462
– Big Horn County service area
Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569
Wheatland County service area
Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 –
962-3800 – Carbon and Stillwater Counties
Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 -
477-8707 – N. Cheyenne Reservation service area
Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St,
Roundup 59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County service
area

COUNTIES SERVED: Bighorn, Carbon, Golden Valley, Judith Basin, Musselshell, Petroleum,
Stillwater, Sweet Grass, and Wheatland.

ATTACHMENT E

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 Work Place. 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.fsrs.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: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
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. Contractor 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. Contractor/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 telephone (currently 866-606-8220) or the internet (currently at 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);
 - (7) 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
 - (8) 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 F

Rev. 8/1/2024

INSURANCE REQUIREMENTS

I. General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connections with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

II. Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

III. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as a certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor's must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

IV. Insurance Requirements.

Specific Requirements for Compliance With Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are

State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability:

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right do subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver or subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor's insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insured for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

Specific Requirements for Automobile Liability:

Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Specific Requirements for Professional Liability: Not Applicable to this Contract

Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$ 1,000,000 per occurrence and \$ 2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside of the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

ATTACHMENT G**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**, Family Service, 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

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](http://www.hhs.gov/hipaa)
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: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and

hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Will additionally comply with: (a) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (b) 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; (c) §§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; (d) 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; (e) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (f) 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.

CONTRACTOR

DocuSigned by:
BY: Ryan Crmer Executive Director
0E1A07040C11403
Authorized Signer

Date: 1/8/2025

DISCLOSURE OF LOBBYING ACTIVITIES**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

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

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

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

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

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

ATTACHMENT H**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 >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number		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		Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	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		Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1		Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2		
FFATA-1-04-C	City		
FFATA-1-04-D	State		
FFATA-1-04-E	Zip+4		

FFATA-1-04-F	Congressional District		01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number		If not known, DPHHS will complete.
FFATA-1-06	Total Contract		Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	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		Provide City of primary performance.
FFATA-1-08-B	Primary Performance County		Provide County of primary performance.
FFATA-1-08-C	Primary Performance State		Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4		Provide Zip of primary performance.
FFATA-1-08-E	Congressional District		Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency		If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action		

**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:
DPHHS CONTRACT #:
UEI #:
SUBMITTED BY:
INSERT DATE:
Is Subrecipient (Contractor) Exempt?

	Name	Total Compensation	Title
1.			
2.			
3.			
4.			
5.			

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

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

CONTRACTOR

DocuSigned by:
 BY: *Ryan Cremer* Executive Director
 0E1AB7040C11438
 Authorized Signer

Date: 1/8/2025

**CONTRACT FOR
COMMODITY SUPPLEMENTAL FOOD PROGRAM
CONTRACT HHS-HCSD-00001061
DPHHS 25027210080**

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202925, Helena, MT, 59601, Phone Number (406) 444-0640, and Fax Number (406) 444-2547, and Flathead Food Bank Inc., ("Contractor") whose contact information is as follows: Federal Tax ID 81-0399818, UEI Number N2EFTKVNG6U3, 1203 Highway 2 West, Suite 2, Kalispell, MT, 59901, Phone Number (406) 752-3663, and Fax Number (406) 752-2572; respectively (collectively, the "Parties").

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties to establish and operate the United States Department of Agriculture, Food and Nutrition Services, Commodity Supplemental Food Program (hereinafter referred to as the "USDA", "FNS", "CSFP") and to provide supplemental foods and nutrition education to eligible persons through state or local agencies, (the "Services"), as more particularly described in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Income Guidelines
 - 4. Attachment C: Caseload Assignments
 - 5. Attachment D: CSFP Contractors Remote Locations
 - 6. Attachment E: Federal and State Law Requirements
 - 7. Attachment F: Insurance Requirements
 - 8. Attachment G: Assurances
 - 9. Attachment H: FFATA

SECTION 2. TERM OF CONTRACT

The term of this Contract is from October 01, 2024 through September 30, 2025 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This Contract, including any renewals, may not exceed a total of 7 years.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor a total of \$3,520 for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

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

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

The Department will reimburse an amount identified in Attachment C per eligible client household served per month not to exceed the assigned annual caseload listed in Attachment C of this agreement 000 under FFY25 and not to exceed a total contract amount of \$3,520 through September 30, 2025. The Department will issue a formal Award Letter indicating the caseload assignment to the agency, and the reimbursement amount. Caseloads may fluctuate between agencies depending on the current need of the clients within the service area.

1. Payment to the Contractor shall be made to:

Flathead Food Bank
1203 Highway 2 West, Suite 2
Kalispell, Montana 59901

2. The Contractor must request reimbursement for actual allowable expenditures incurred on an invoice form provided by the Department by the 10th of the month following the month in which the Contractor made the expenditure. An accounting system generated report itemizing all services and expenses for reimbursement, must accompany each invoice and must support the amount request on the invoice. The Department shall issue payment to the Contractor within 30 days following receipt of an invoice from the Contractor for all verified expenditures. Reimbursement of expenditures may be delayed for failure to provide complete and accurate documentation as requested by the Department; and

3. No additional costs will be paid under the contract as reimbursement is based solely on the number of clients served.

C. Adjustments to Consideration

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

D. Sources of Funding

The sources of the funding for this Contract are 100% from a grant from USDA, CFDA Number 10.565.

E. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the

Department if it determines a payment may be erroneous or improper and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 4. PREVAILING WAGE REQUIREMENTS, RESERVED

SECTION 5. COST ADJUSTMENTS

Cost Increase by Mutual Agreement. After the Contract's initial term and if the Department agrees to a renewal, the parties may agree upon a cost increase. The Department is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

SECTION 6. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The Department's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, The Department may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 7. CREATION AND RETENTION OF RECORDS

A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.

- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 8. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

- E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.

- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 10. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 11. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 12. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment F, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 13. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 14. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment E to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment G and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. The following information may be required pursuant to 2 CFR 200:
 - 1. Recipient Name: Flathead Food Bank, Inc.
 - 2. Recipient Unique Entity Identifier: N2EFTKVNG6U3
 - 3. Unique Federal Award Identification Number (FAIN): 253MT815Y8005
 - 4. Federal Award Date: October 2, 2024
 - 5. Period of Performance Start and End Date: October 1, 2024 through September 30, 2025
 - 6. Budget Period Start and End Date: October 1, 2024 through September 30, 2025
 - 7. Amount of Federal Funds Obligated by this Action: \$3,520
 - 8. Total Amount of Federal Funds Obligated: \$3,520
 - 9. Total Approved Cost Sharing, where applicable: \$0.00
 - 10. Total Amount of the Federal Award including approved Cost Sharing: \$97,803
 - 11. Budget Approved by the Federal Agency:

FNS Mountain Plains Regional Office
 Food and Nutrition Service
 1244 Speer Blvd., Suite 903
 Denver, CO 80204-3585

12. Federal Award Description: Commodity Supplemental Food Program

13. Name

13.1 Federal Awarding Agency: U.S. Department of Agriculture - Food and Nutrition Service

13.2 Pass Through & Contact Information:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

14. Assistance Listings Number and Title – the pass-through entity must identify the dollar amount made available under each federal award and ALN:

10.565-Commodity Supplemental Food Program

15. Identification of whether the Award is R&D: No

16. Indirect Cost Rate for the Federal award: See Section 3.B.3.

- I. 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 30-20-301 MCA.

SECTION 15. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. § 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website.

SECTION 16. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract 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 Contract, shall be delivered to the Department.

SECTION 17.	INTELLECTUAL PROPERTY/OWNERSHIP, RESERVED
SECTION 18.	PATENT AND COPYRIGHT PROTECTION, RESERVED
SECTION 19.	CONTRACT PERFORMANCE SECURITY, RESERVED
SECTION 20.	CONTRACT OVERSIGHT, RESERVED

SECTION 21. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person. Personal Information that can be used to distinguish or trace an individual's identity (PII)
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other 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 to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in

relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 22. PROPRIETARY INFORMATION

- A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 23. R COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS, RESERVED

SECTION 24. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party 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.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. 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 Contract 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."

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract 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 Contract.
- D. 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 contract monies to describe and promote services provided through this Contract.

SECTION 25. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 26. LIAISON AND SERVICE OF NOTICES

- A. Sara Loewen, or their successor, will be the liaison for the Department. Contact information is as follows:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

Chris Sidmore, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Chris Sidmore,
1203 Highway 2 West Suite 2
Kalispell, MT, 59901
Phone Number (406) 782-3663
Fax Number (406) 782-2572
chris@flatheadfoodbank.com

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

SECTION 27. IDENTIFICATION/SUBSTITUTION OF PERSONNEL

The personnel identified or described in Contractor's proposal shall perform the services provided for the Department under this Contract. Contractor agrees that any personnel substituted during the term

of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The Department reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. The Department's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. The Department reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

SECTION 28. MEETINGS

- A. **Technical or Contractual Problems.** Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.
- B. **Progress Meetings.** During the term of this Contract, the Department's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the Department's progress in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the Department to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- C. **Failure to Notify.** If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.
- D. **The Department's Failure or Delay.** For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such

problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

SECTION 29. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 30. CONTRACT TERMINATION

- A. Subject to Section 30. E. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. Subject to Section 30. E. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. Subject to Section 30. E. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
 - 1. federal or state funding for this Contract becomes unavailable or reduced for any reason;
 - 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.
- E. In accordance with 7 CFR §250.4(c) (4) and 7 CFR §247.4(b)(6) which relate to the termination of agreements:

1. Termination by State agency.
 - a. The State agency may terminate an eligible recipient agency's participation in CSFP or may be required to terminate an eligible recipient agency's participation, in whole or in part, if the eligible recipient agency does not comply with the program provisions and requirements. The State agency must notify the eligible recipient agency in writing of the termination, the reasons for the action, and the effective date, and must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
 - b. The State agency may terminate an eligible recipient agency's participation in CSFP upon 30 days' written notice to the eligible recipient agency. The State agency must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
2. Termination by eligible recipient agency. The eligible recipient agency may terminate its participation in the program, in whole or in part, upon written notification to the State agency, stating the reasons and effective date of the action. In accordance with 7 CFR §247.4(b)(6), which relates to the termination of agreements, the eligible recipient agency must provide, at minimum, 30 days' written notice.
3. Termination by mutual agreement. The eligible recipient agency's program may also be terminated, in whole or in part, if both the State and eligible recipient agency agree that the action would be in the best interest of the program. The two parties must agree upon the conditions of the termination, including the effective date.

SECTION 31. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated

services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F.** Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 32: TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract 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 Contract or particular work under this Contract. 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 Contract, 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 Contract rates. If State terminates a project or this Contract 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.

SECTION 33. CHOICE OF LAW, REMEDIES AND VENUE

- A.** This Contract is governed by the laws of the State of Montana.

- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 34. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

SECTION 35. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

A. Contract

This Contract consists of sixteen (16) numbered pages, any Attachments listed in Section 1 as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

C. Amendment

Any amendment or modification must be in a written agreement signed by the parties.

AUTHORITY TO EXECUTE

The Terms and Conditions of Contract Number 25027210080.

The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

Signed by:
 BY: Charles T. Brereton Director Date: 1/22/2025
0E90964370A54E3...
 Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, HUMAN COMMUNITY SERVICES DIVISION

Approved as to Form:

DocuSigned by:
 BY: Alisha Baker Contract Manager & Financial Specialist Date: 1/7/2025
08ECEDE0B9EB4AA...
 Contract Officer

CONTRACTOR

DocuSigned by:
 BY: Chris Sidmore Executive Director Date: 1/9/2025
C77EED4D8F1E4DD...
 Authorized Signer

ATTACHMENT A

SCOPE OF WORK

This Contract shall govern the distribution of food commodities to eligible households living within the geographic boundaries of the Program Service Area of the "CSFP" Local Agency Contractor in accordance with the USDA approved Montana CSFP State Plan, 7 CFR Part 247 as revised April 15, 2013; 2 CFR 200; and 7 CFR, Part 250, Subchapter B.

SERVICES TO BE PROVIDED

A. The Contractor must provide the following goods or services:

For this contract period, the Contractor is assigned a caseload per month as indicated in Attachment C. The Contractor may not exceed their caseload unless approved in advance by the Department and maximize participation by distributing "unclaimed food packages" to certified waiting list person(s) as stated in Attachment C. At the option of the Department, the Contractor's caseload slots may be increased if slots are available and the Contractor can provide evidence the additional slots will be utilized, or may be decreased if unused or if the total slots to the Department are decreased by USDA; confirmation of any increase or decrease shall be made by the issuance of a new Attachment C-4 by e-mail or facsimile and/or mail, in which case Attachment C-4 will become a part of this contract without a written amendment of the contract signed by the parties. Certification for eligible persons will be in accordance with 7 CFR Part 247.8, Part 247.9, Part 247.15, Part 247.16 and Part 247.17. Note: 2008 Farm Bill removed the priority system for assigning caseloads.

B. The Contractor agrees to:

1. administer the CSFP in accordance with the USDA approved Montana State CSFP Plan, provisions of 7 CFR 247, and with the provision of part 7 CFR 250 of this Chapter unless they are inconsistent with the provisions of 247 as listed in Section 2, above at the certification and distribution sites listed for the Contractor in Attachment D;
2. be responsible and maintain appropriate insurance coverage for any loss resulting from improper distribution, or improper storage, care or handling of commodities;
3. be responsible for any misuse of program funds received under this program
4. maintain and operate a CSFP office, storage and issuance facility(ies) and training of staff and volunteers that includes annual Civil Rights training and documentation;
5. maintain acceptable USDA security and storage standards in accordance with 7 CFR 250.14 for USDA Commodities held in its storage facilities against loss by fire, flood, theft or vandalism;
6. complete and provide to the Department all forms, reports and supporting documentation as requested by the Department;
7. provide to the Department within 30 days of receipt, a copy of the Audit Report from the most recently completed single agency audit which conforms with the requirements set forth in 2 CFR 200.501.

8. provide nutrition education as required in 7 CFR 247.18 and advise participants of the importance of health care;
9. provide written information on at least one occasion to participants or their legal representative(s) on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR 247.14 to include:
 - a. the following programs to each elderly applicant, participant or legal representative:
 - i. the Supplemental Security Income benefits provided under Title XVI of the Social Security Act,
 - ii. the Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
 - iii. the Food Stamp Program.
10. determine client eligibility for services under this contract within 10 days of application; each application to be date stamped upon receipt:
 - a. in accordance with the requirements of Section 8, Limitations and Eligibility;
 - b. take steps to prevent and detect dual participation, as required in 7 CFR 247.19;
 - c. provide notification of eligibility to include information on the time, location, and means of food distribution, and the length of the certification period; or,
 - d. provide written notification of placement on a waiting list for categorically eligible clients when maximum caseload is being utilized by the local agency; or,
 - e. provide written notification of ineligibility within 10 days of application and must include reason for ineligibility, statement of an individual's right to a fair hearing to appeal the decision in accordance with 7 CFR 247.33(a) and a statement that program standards are applied without discrimination by race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
11. notification of discontinuance must be made in writing 15 days before the effective date of the discontinuance according to the following:
 - a. notification must be made when there is evidence that a participant is no longer eligible for CSFP benefits during the certification period; or,
 - b. when there is a lack of resources necessary to continue providing benefits to the participant; and,
 - c. must include the effective date of discontinuance, the reason for the discontinuance, a statement of the individual's right to appeal the discontinuance through the fair hearings process in accordance with 7 CFR 247.33(a) and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or

funded

by

USDA.

12. distribute and use of CSFP commodities in accordance with the FNS approved food package guide rate and in accordance with 7 CFR 247.10 to eligible persons up to but not exceeding the assigned caseload slots as stated in A. of this Section, above; to include;
 - a. order only the amount of food necessary for a full food package distribution for the pre-determined monthly or every two-month cycle by adjusting for physically counted remaining inventory from the previous cycle;
 - b. submit orders to the Department to allow sufficient time for the order to be processed, scheduled and delivered;
 - c. require proper identification be presented by each participant or participant's proxy prior to issuance of the food package;
 - d. for each distribution cycle maintain food package issuance records at a minimum to include cycle month(s)/year, client name, total served and an authorized issuance site signatory;
 - a. no excess inventory be maintained, unless authorized in writing by Department, beyond that of uneven case units and no show/unissued food packages (example: 12 cheese to case, 11 assigned clients = 1 excess unit, 10 picked up and 1 unit no show = 2 units remaining). Any remaining inventory must be accounted for in monthly inventory reports and included in the next distribution cycle.
 13. Make available for inspection to representatives of the State agency, it's representatives or the USDA during normal business hours or at other reasonable times the USDA Foods in storage and the facilities or warehouse used in the handling and storage of these foods;
 14. conduct program outreach activities and maintain a waiting list of unserved clients that exceed the slots allocated to the Contractor of Attachment C according to the requirements of 7 CFR 247.11; and,
 15. pursue claims in excess of \$100 against participants determined to have improperly received commodities to recover the cost of the commodities received or improperly used according to 7 CFR 247.30 (c).
 16. require all sub-agency contractors to comply with regulations found at 7 CFR 16 related to equal opportunity for faith-based organizations that operate USDA programs, and religious protections for USDA program beneficiaries.
 17. comply with all requirements relating to food safety and food recalls.
- C. Time is of the essence under this contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
- D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified, and credentialed as required by law.

- E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this contract.

REPORTS

- A. The Contractor agrees to collect data, complete and submit all reports and documents as requested by the Department and in accordance with the guidelines and specifications established by the CFR and state plan.
- B. The Contractor shall submit:
1. The FNS-153, Monthly Report of the Commodity Supplemental Food Program ***on or before the 15th of the month, following the monthly period covered by the report.*** THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT;
 2. a Department invoice at least monthly claiming reimbursement for the number of participants served during the invoice period by month with supporting documentation;
 3. the FNS-191 Racial/Ethnic Report annually based on the April participation by June 15th; and
 4. a final invoice consisting of the report indicated in number 1 of this Part and any unexpended funds, is due no later than October 31, 2025.

ATTACHMENT B

INCOME GUIDELINE

FFY 2025 Initial Exhibit B						
2025 Commodity Supplemental Food Program (CSFP)						
ELDERLY INCOME GUIDELINES						
130% OF POVERTY LEVEL OR LESS						
Guidelines Effective February 6, 2024						
130% OF POVERTY INDEX						
HOUSEHOLD SIZE	FEDERAL POVERTY 2024 GUIDELINES	CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY				
	ANNUAL	ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY
1	\$15,060	\$19,578	\$1,632	\$816	\$753	\$377
2	\$20,440	\$26,572	\$2,215	\$1,108	\$1,022	\$511
3	\$25,820	\$33,566	\$2,798	\$1,399	\$1,291	\$646
4	\$31,200	\$40,560	\$3,380	\$1,690	\$1,560	\$780
5	\$36,580	\$47,554	\$3,963	\$1,982	\$1,829	\$915
6	\$41,960	\$54,548	\$4,546	\$2,273	\$2,098	\$1,049
7	\$47,340	\$61,542	\$5,129	\$2,565	\$2,367	\$1,184
8	\$52,720	\$68,536	\$5,712	\$2,856	\$2,636	\$1,318
For each add'l family member, add.....	\$5,380	\$6,994	\$583	\$292	\$269	\$135
Based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #89 FR 2961, pages 2961-2963 Document #2024-00796						

ATTACHMENT C

CASELOAD ASSIGNMENTS
Federal Fiscal Year 2025, 10/1/2024 to 9/30/2025

- This table represents the monthly and total annual caseload assignments for FY25.
- The reimbursement rate starting 10/1/2024 will be \$4.30 per case. This rate may fluctuate and will be updated with the reassessed caseloads and provided through an award letter as referenced in Section 3: Considerations and Payments (B).
- The current column for 1/1/25-9/30/25 is an estimate. Adjusted caseloads will be assigned beginning January 1, 2025.
- Local agencies may not exceed their total annual caseload assignment.
- Caseloads may be reassessed MONTH-BY-MONTH, any new caseload assignments will be provided through an award letter throughout the remainder of FFY 2025 as referenced in Section 3: Considerations and Payments (B).

<i>Updated 7/1/2024</i>		Caseloads	
AGENCY NAME	10/1/24 to 12/31/24	<u>Estimated</u> 1/1/25 to 9/30/25	Total Annual Caseload
AREA V AGENCY ON AGING - BUTTE	297	297	3564
DISTRICT 9 HRDC-GVFB – BOZEMAN	236	236	2832
N. CENTRAL AOA – CONRAD	201	201	2412
HILL COUNTY AOA - HAVRE	90	90	1080
ACTION FOR E. MONTANA - GLENDIVE	336	336	4032
ST. VINCENT DE PAUL - GREAT FALLS	336	336	4032
ROCKY MOUNTAIN DEV COUNCIL - HELENA	393	393	4716
FLATHEAD FOOD BANK - KALISPELL	300	300	3600
MISSOULA FOOD BANK - MISSOULA	463	463	5556
AREA VI AOA - POLSON	723	723	8676
AREA II AOA – ROUNDUP	562	562	6744
FAMILY SERVICES-BILLINGS	304	304	3648
RAVALLI COUNTY COA - HAMILTON	180	180	2160
CASELOAD TOTALS	4421	4421	53,052

FEDERAL REGULATIONS 7 CFR 247.21: The state agency is assigned a base caseload for each caseload cycle. The base caseload is determined by the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year.

Caseload means the number of persons the State agency may serve on an average monthly basis over the course of the caseload cycle.

Caseload cycle means the period from January 1 through the following December 31.

Final caseload assignments are issued within 30 days after enactment of appropriations legislation covering the full fiscal year.

ATTACHMENT D
FFY2025
CSFP CONTRACTORS' REMOTE LOCATIONS

Agencies are contracted by the state to provide CSFP services in their areas. Currently there are 12 Local Agency Contracts renewed annually.

GALLATIN VALLEY FOOD BANK - Area IX HRDC

602 BOND
BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belgrade – Issuance – Mobile Delivery – 586-7600
Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600
Bozeman – Issuance - Bozeman Sr. Center – 807 N. Tracy – 586-2421
Clyde Park – Issuance – Livingston Food Pantry - 222-5335
Emigrant – Issuance – Livingston Food Pantry – 222-5335
Ennis – Issuance – Mobile Delivery – 586-7600
Gallatin Gateway – Issuance – Mobile Delivery – 586-7600
Gardiner – Issuance – Gardiner Food Pantry – 222-5335
Harrison-Issuance – Mobile Delivery – 586-7600
Livingston – Issuance – Livingston Food Pantry – 222-5335
Manhattan – Issuance – Mobile Delivery – 586-7600
Pony – Issuance – Mobile Delivery – 586-7600
Pray – Issuance – Mobile Delivery – 586-7600
Three Forks – Issuance – Mobile Delivery – 586-7600
West Yellowstone – Issuance – Gallatin Valley Food Bank
Wilsall – Issuance – Mobile Delivery – 222-5335
Willow Creek – Issuance – Mobile Delivery – 586-7600
COUNTIES SERVED: Gallatin, Madison and Park

FAMILY SERVICES

3927 1ST AVE SOUTH
BILLINGS, MT 59101

COMMUNITIES AND SURROUNDING AREAS SERVED:

Ballantine – Mobile Delivery – (406) 259-2269
Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 –(406) 259-2269
Lewistown – Mobile Delivery –(406) 259-2269
Worden – Mobile Delivery –(406) 259-2269
COUNTIES SERVED: Fergus and Yellowstone

AREA V AGENCY ON AGING

1015 SOUTH MONTANA STREET
BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:

Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504
Butte – Certification and Issuance – 1015 S Montana – 782-5555

Deer Lodge – Certification and Issuance – Courthouse – 846-9789
Dillon – Certification and Issuance – Mobile Delivery – 865-0749
Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903
COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2
CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Sandy – Issuance - Sr Center – 378-2405
Browning – Certification and Issuance – Food Bank – 338-7340
Chester – Issuance – PO Box 13 – 759-5244
Choteau – Issuance – Mobile Delivery – 476-3424
Conrad – Certification and Issuance – 311 S. Virginia – 271-7553
Cut Bank – Issuance – 715 E Main – 873-2961
Dupuyer – Issuance – Mobile Delivery – 279-3527
Dutton – Issuance – Sr Center – 476-3227
Fairfield – Issuance – Mobile Delivery – 476-3424
Fort Benton – Issuance – 1408 Front Street – 622-3601
Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417
Havre – Area X Agency on Aging – 2 2nd St West – 265-5464
Heart Butte – Certification and Issuance – Sr Center – 338-2222
Kevin – Issuance – Mobile Delivery
Power – Issuance – Mobile Delivery – 476-3424
Shelby – Issuance – 739 N Benton – 434-2992
Sunburst – Issuance – Mobile Delivery
Valier – Issuance – Mobile Delivery – 279-3527
COUNTIES SERVED: Blaine, Choteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309
2030 NO MERRILL
GLEN DIVE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:

Baker – Certification and Issuance – PO Box 1025 – 778-3595
Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646 (Manor), Delivery – 119 N. Park Avenue
Circle – PO Box 442, 485-2418
Ekalaka – Certification and Issuance – PO Box 504 – 775-8751
Forsyth – Certification and Issuance – PO Box 1256 – 346-2878
Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500
Glendive – Certification and Issuance – PO Box 1309/2030 N Merrill Ave – 377-3564
Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886
Jordan – Certification and Issuance – PO Box 364 - 852-4588
Malta – Certification and Issuance – PO Box 1267 – 654-1235
Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482
Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412
Sidney – Certification and Issuance – 2190 W. Holly Street ,433-3701
Terry – Certification and Issuance – PO Box 873 - 635-5364

Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645

Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221

COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

ST. VINCENT de PAUL

426 CENTRAL AVENUE WEST

GREAT FALLS, MT 59404

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belt – Issuance – Mobile Delivery – 761-0111

Cascade – Issuance – Mobile Delivery – 761-0111

Centerville – Issuance – Mobile Delivery – 761-0111

Great Falls – Certification and Issuance and Mobile Delivery – 761-0111

Fort Shaw – Issuance – Mobile Delivery – 761-0111

Monarch – Issuance – Mobile Delivery – 761-0111

Neihart – Issuance – Mobile Delivery – 761-0111

Ulm – Issuance – Mobile delivery – 761-0111

Vaughn – Issuance – Mobile Delivery – 761-0111

COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING

310 OLD CORVALLIS RD

HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:

Corvallis - Mobile and Home Delivery & Certification - 363-5690

Darby - Mobile and Home Delivery & Certification - 363-5690

Florence – Home Delivery & Certification - 363-5690

Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690

Stevensville - Mobile and Home Delivery & Certification - 363-5690

Sula – Mobile and Home Delivery & Certification - 363-5690

Victor - Mobile and Home Delivery & Certification - 363-5690

COUNTY SERVED: Ravalli

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA

201 SO LAST CHANCE GULCH

HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:

Augusta – Issuance – 134 Main St – 562-3623

Avon-@ Avon Post Office

Boulder – Issuance –201 Main St. – 225-3656

Elliston-@ Post Office

East Helena – Issuance @ Methodist Church – 50 Prickly Pear Ave.

Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance – Helena Food Share – 1616 Lewis – 443-3663

Lincoln – Issuance – Main St – 362-4504

Townsend – Issuance – 516 2nd St – 266-3995

White Sulphur Springs – Issuance – Mobile Delivery – 547-3651

Whitehall – Issuance - 3 No. Division – 287-5336

Wolf Creek – Issuance – Wolf Creek School – no phone

COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK

1203 HIGHWAY 2 WEST – SUITE 2

KALISPELL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:

Kalispell – Certification - Issuance - Mobile Delivery – 752-3663

Big Fork – Issuance – Mobile Delivery

Columbia Falls – Issuance – Mobile Delivery

Coram – Issuance – Mobile Delivery

Hungry Horse – Issuance – Mobile Delivery

Lakeside – Issuance – Mobile Delivery

Marion – Issuance – Mobile Delivery

Martin City – Issuance – Mobile Delivery

Whitefish – Issuance – Mobile Delivery

COUNTY SERVED: Flathead

MISSOULA FOOD BANK

1720 WYOMING ST

MISSOULA, MT 59801

COMMUNITIES AND SURROUNDING AREAS SERVED:

Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543

Arlee – Issuance – Pick-up Only – 549-0543

Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543

Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543

Drummond – Issuance – Pick-up Only – 549-0543

East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543

Florence – Issuance – Pick-up Only – 549-0543

Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543

Huson – Issuance – Pick-up & Mobile Delivery – 549-0543

Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543

Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543

Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543

Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543

Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543

COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING

110 MAIN STREET – SUITE 5

POLSON, MT 59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:

Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343

Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery

Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery

Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery

Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery

Lake County COA - Certification – 528 Main St – Ronan – 676-2367

Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367
St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367
Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367
Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367
Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367
Polson Senior Center - Both pickup and Mobile Delivery – 883-4735
Elmo – Mobile Delivery – 676-2367
Mineral County – St. Regis Community Center – 678-4240
St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop –
649-2637 - Both pickup and Mobile Delivery
Superior – Mobile Delivery out of St. Regis – 649-2637
Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery
Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139
Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery
Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both
pickup and Mobile Delivery
Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and Mobile
Delivery
COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING

PO BOX 127
1502 4TH ST WEST
ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 –
932-4587 – Sweet Grass County service area
Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-3462
– Big Horn County service area
Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569
Wheatland County service area
Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 –
962-3800 – Carbon and Stillwater Counties
Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 -
477-8707 – N. Cheyenne Reservation service area
Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St, Roundup
59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County service area
COUNTIES SERVED: Bighorn, Carbon, Golden Valley, Judith Basin, Musselshell, Petroleum,
Stillwater, Sweet Grass, and Wheatland.

ATTACHMENT E

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 Work Place. 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.fsrs.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: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
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. Contractor 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. Contractor/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 telephone (currently 866-606-8220) or the internet (currently at 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);
 - (7) 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
 - (8) 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 F

Rev. 8/1/2024

INSURANCE REQUIREMENTS

I. General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connections with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

II. Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

III. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as a certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor's must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

IV. Insurance Requirements.

Specific Requirements for Compliance With Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are

State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability:

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right do subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver or subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor's insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insured for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

Specific Requirements for Automobile Liability:

Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Specific Requirements for Professional Liability: Not Applicable to this Contract

Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$ 1,000,000 per occurrence and \$ 2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside of the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

ATTACHMENT G**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**, Flathead Food Bank, 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

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](http://www.hhs.gov/hipaa)
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: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and

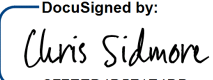
hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Will additionally comply with: (a) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (b) 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; (c) §§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; (d) 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; (e) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (f) 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.

CONTRACTOR

BY:  Executive Director
C77EE04B5F1E4DD...
Authorized Signer

Date: 1/9/2025

DISCLOSURE OF LOBBYING ACTIVITIES**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

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

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

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

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

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

ATTACHMENT H**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 >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number		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		Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	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		Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1		Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2		
FFATA-1-04-C	City		
FFATA-1-04-D	State		
FFATA-1-04-E	Zip+4		

FFATA-1-04-F	Congressional District		01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number		If not known, DPHHS will complete.
FFATA-1-06	Total Contract		Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	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		Provide City of primary performance.
FFATA-1-08-B	Primary Performance County		Provide County of primary performance.
FFATA-1-08-C	Primary Performance State		Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4		Provide Zip of primary performance.
FFATA-1-08-E	Congressional District		Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency		If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action		

**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.

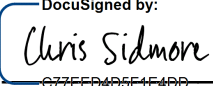
CONTRACT TITLE:
DPHHS CONTRACT #:
UEI #:
SUBMITTED BY:
INSERT DATE:
Is Subrecipient (Contractor) Exempt?

	Name	Total Compensation	Title
1.			
2.			
3.			
4.			
5.			

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

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

CONTRACTOR

DocuSigned by:

 BY: Chris Sidmore Executive Director
077EED4B5F1E4DD...
 Authorized Signer

Date: 1/9/2025

**CONTRACT FOR
COMMODITY SUPPLEMENTAL FOOD PROGRAM
CONTRACT HHS-HCSD-00001057
DPHHS 25027210020**

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202925, Helena, MT, 59601, Phone Number (406) 444-0640, and Fax Number (406) 444-2547, and District 9 HRDC, ("Contractor") whose contact information is as follows: Federal Tax ID 81-0350886, UEI Number WTTZVC2S4FQ7, 32 South Tracy Avenue, Bozeman, MT, 59715-4659, Phone Number (406) 587-4486, and Fax Number (406) 585-3538; respectively (collectively, the "Parties").

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties to establish and operate the United States Department of Agriculture, Food and Nutrition Services, Commodity Supplemental Food Program (hereinafter referred to as the "USDA", "FNS", "CSFP") and to provide supplemental foods and nutrition education to eligible persons through state or local agencies, (the "Services"), as more particularly described in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Income Guidelines
 - 4. Attachment C: Caseload Assignments
 - 5. Attachment D: CSFP Contractors Remote Locations
 - 6. Attachment E: Federal and State Law Requirements
 - 7. Attachment F: Insurance Requirements
 - 8. Attachment G: Assurances
 - 9. Attachment H: FFATA

SECTION 2. TERM OF CONTRACT

The term of this Contract is from October 01, 2024 through September 30, 2025 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This Contract, including any renewals, may not exceed a total of 7 years.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor a total of \$2,769 for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

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

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

The Department will reimburse an amount identified in Attachment C per eligible client household served per month not to exceed the assigned annual caseload listed in Attachment C of this agreement 000 under FFY25 and not to exceed a total contract amount of \$2,769 through September 30, 2025. The Department will issue a formal Award Letter indicating the caseload assignment to the agency, and the reimbursement amount. Caseloads may fluctuate between agencies depending on the current need of the clients within the service area.

1. Payment to the Contractor shall be made to:

District 9 HRDC
32 South Tracy Avenue
Bozeman, Montana 59715

2. The Contractor must request reimbursement for actual allowable expenditures incurred on an invoice form provided by the Department by the 10th of the month following the month in which the Contractor made the expenditure. An accounting system generated report itemizing all services and expenses for reimbursement, must accompany each invoice and must support the amount request on the invoice. The Department shall issue payment to the Contractor within 30 days following receipt of an invoice from the Contractor for all verified expenditures. Reimbursement of expenditures may be delayed for failure to provide complete and accurate documentation as requested by the Department; and

3. No additional costs will be paid under the contract as reimbursement is based solely on the number of clients served.

C. Adjustments to Consideration

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

D. Sources of Funding

The sources of the funding for this Contract are 100% from a grant from USDA, CFDA Number 10.565.

E. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the

Department if it determines a payment may be erroneous or improper, and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 4. PREVAILING WAGE REQUIREMENTS, RESERVED

SECTION 5. COST ADJUSTMENTS

Cost Increase by Mutual Agreement. After the Contract's initial term and if the Department agrees to a renewal, the parties may agree upon a cost increase. The Department is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

SECTION 6. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The Department's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, The Department may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 7. CREATION AND RETENTION OF RECORDS

A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.

- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 8. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owning

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

- E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.

- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 10. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 11. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 12. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment F, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 13. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 14. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment E to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment G and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. The following information may be required pursuant to 2 CFR 200:
 - 1. Recipient Name: District 9 Human Resources Development Council Inc.
 - 2. Recipient Unique Entity Identifier: WTTZVC2S4FQ7
 - 3. Unique Federal Award Identification Number (FAIN): 253MT815Y8005
 - 4. Federal Award Date: October 2, 2024
 - 5. Period of Performance Start and End Date: October 1, 2024 through September 30, 2025
 - 6. Budget Period Start and End Date: October 1, 2024 through September 30, 2025
 - 7. Amount of Federal Funds Obligated by this Action: \$2,769
 - 8. Total Amount of Federal Funds Obligated: \$2,769
 - 9. Total Approved Cost Sharing, where applicable: \$0.00
 - 10. Total Amount of the Federal Award including approved Cost Sharing: \$97,803
 - 11. Budget Approved by the Federal Agency:

FNS Mountain Plains Regional Office
 Food and Nutrition Service
 1244 Speer Blvd., Suite 903
 Denver, CO 80204-3585

12. Federal Award Description: Commodity Supplemental Food Program

13. Name

13.1 Federal Awarding Agency: U.S. Department of Agriculture - Food and Nutrition Service

13.2 Pass Through & Contact Information:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

14. Assistance Listings Number and Title – the pass-through entity must identify the dollar amount made available under each federal award and ALN:

10.565-Commodity Supplemental Food Program

15. Identification of whether the Award is R&D: No

16. Indirect Cost Rate for the Federal award: See Section 3.B.3.

- I. 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 30-20-301 MCA.

SECTION 15. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. § 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website.

SECTION 16. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract 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 Contract, shall be delivered to the Department.

SECTION 17.	INTELLECTUAL PROPERTY/OWNERSHIP, RESERVED
SECTION 18.	PATENT AND COPYRIGHT PROTECTION, RESERVED
SECTION 19.	CONTRACT PERFORMANCE SECURITY, RESERVED
SECTION 20.	CONTRACT OVERSIGHT, RESERVED

SECTION 21. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person. Personal Information that can be used to distinguish or trace an individual's identity (PII)
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other 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 to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

- F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 22. PROPRIETARY INFORMATION

- A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 23. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS, RESERVED

SECTION 24. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party 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.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. 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 Contract 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.”

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract 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 Contract.
- D. 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 contract monies to describe and promote services provided through this Contract.

SECTION 25. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 26. LIAISON AND SERVICE OF NOTICES

- A. Sara Loewen, or their successor, will be the liaison for the Department. Contact information is as follows:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

Heather Grenier, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Heather Grenier,
32 South Tracy Avenue
Bozeman, MT, 59715-4659
Phone Number (406) 587-4486
Fax Number (406) 585-3538
hgrenier@hrdc9.org

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

SECTION 27. IDENTIFICATION/SUBSTITUTION OF PERSONNEL

The personnel identified or described in Contractor's proposal shall perform the services provided for the Department under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The Department reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. The Department's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. The Department reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

SECTION 28. MEETINGS

- A. Technical or Contractual Problems. Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.
- B. Progress Meetings. During the term of this Contract, the Department's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the Department's progress in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the Department to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- C. Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.
- D. The Department's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or

due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

SECTION 29. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 30. CONTRACT TERMINATION

- A. Subject to Section 30. E. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. Subject to Section 30. E. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. Subject to Section 30. E. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
 - 1. federal or state funding for this Contract becomes unavailable or reduced for any reason;
 - 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.

E In accordance with 7 CFR §250.4(c) (4) and 7 CFR §247.4(b)(6) which relate to the termination of agreements:

1. Termination by State agency.
 - a. The State agency may terminate an eligible recipient agency's participation in CSFP or may be required to terminate an eligible recipient agency's participation, in whole or in part, if the eligible recipient agency does not comply with the program provisions and requirements. The State agency must notify the eligible recipient agency in writing of the termination, the reasons for the action, and the effective date, and must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
 - b. The State agency may terminate an eligible recipient agency's participation in CSFP upon 30 days' written notice to the eligible recipient agency. The State agency must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
2. Termination by eligible recipient agency. The eligible recipient agency may terminate its participation in the program, in whole or in part, upon written notification to the State agency, stating the reasons and effective date of the action. In accordance with 7 CFR §247.4(b)(6), which relates to the termination of agreements, the eligible recipient agency must provide, at minimum, 30 days' written notice.
3. Termination by mutual agreement. The eligible recipient agency's program may also be terminated, in whole or in part, if both the State and eligible recipient agency agree that the action would be in the best interest of the program. The two parties must agree upon the conditions of the termination, including the effective date.

SECTION 31. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department

will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F.** Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 32: TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract 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 Contract or particular work under this Contract. 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 Contract, 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 Contract rates. If State terminates a project or this Contract 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.

SECTION 33. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 34. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

SECTION 35. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

A. Contract

This Contract consists of sixteen (16) numbered pages, any Attachments listed in Section 1 as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

C. Amendment


Any amendment or modification must be in a written agreement signed by the parties.

AUTHORITY TO EXECUTE

The Terms and Conditions of Contract Number 25027210020.


The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES


BY:  Signed by: _____ Director Date: 1/22/2025
0E90064370A54E3...
Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, HUMAN COMMUNITY SERVICES DIVISION

Approved as to Form:

BY:  DocuSigned by: _____ Contract Manager & Financial Specialist Date: 1/7/2025
08ECEDE089EB9AA...
Contract Officer

CONTRACTOR

BY:  Signed by: _____ President/CEO Date: 1/13/2025
A02EF5C92E05404...
Authorized Signer

ATTACHMENT A

SCOPE OF WORK

This Contract shall govern the distribution of food commodities to eligible households living within the geographic boundaries of the Program Service Area of the "CSFP" Local Agency Contractor in accordance with the USDA approved Montana CSFP State Plan, 7 CFR Part 247 as revised April 15, 2013; 2 CFR 200; and 7 CFR, Part 250, Subchapter B.

SERVICES TO BE PROVIDED

A. The Contractor must provide the following goods or services:

For this contract period, the Contractor is assigned a caseload per month as indicated in Attachment C. The Contractor may not exceed their caseload unless approved in advance by the Department and maximize participation by distributing "unclaimed food packages" to certified waiting list person(s) as stated in Attachment C. At the option of the Department, the Contractor's caseload slots may be increased if slots are available and the Contractor can provide evidence the additional slots will be utilized, or may be decreased if unused or if the total slots to the Department are decreased by USDA; confirmation of any increase or decrease shall be made by the issuance of a new Attachment C-4 by e-mail or facsimile and/or mail, in which case Attachment C-4 will become a part of this contract without a written amendment of the contract signed by the parties. Certification for eligible persons will be in accordance with 7 CFR Part 247.8, Part 247.9, Part 247.15, Part 247.16 and Part 247.17. Note: 2008 Farm Bill removed the priority system for assigning caseloads.

B. The Contractor agrees to:

1. administer the CSFP in accordance with the USDA approved Montana State CSFP Plan, provisions of 7 CFR 247, and with the provision of part 7 CFR 250 of this Chapter unless they are inconsistent with the provisions of 247 as listed in Section 2, above at the certification and distribution sites listed for the Contractor in Attachment D;
2. be responsible and maintain appropriate insurance coverage for any loss resulting from improper distribution, or improper storage, care or handling of commodities;
3. be responsible for any misuse of program funds received under this program
4. maintain and operate a CSFP office, storage and issuance facility(ies) and training of staff and volunteers that includes annual Civil Rights training and documentation;
5. maintain acceptable USDA security and storage standards in accordance with 7 CFR 250.14 for USDA Commodities held in its storage facilities against loss by fire, flood, theft or vandalism;
6. complete and provide to the Department all forms, reports and supporting documentation as requested by the Department;
7. provide to the Department within 30 days of receipt, a copy of the Audit Report from the most recently completed single agency audit which conforms with the requirements set forth in 2 CFR 200.501.

8. provide nutrition education as required in 7 CFR 247.18 and advise participants of the importance of health care;
9. provide written information on at least one occasion to participants or their legal representative(s) on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR 247.14 to include:
 - a. the following programs to each elderly applicant, participant or legal representative:
 - i. the Supplemental Security Income benefits provided under Title XVI of the Social Security Act,
 - ii. the Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
 - iii. the Food Stamp Program.
10. determine client eligibility for services under this contract within 10 days of application; each application to be date stamped upon receipt:
 - a. in accordance with the requirements of Section 8, Limitations and Eligibility;
 - b. take steps to prevent and detect dual participation, as required in 7 CFR 247.19;
 - c. provide notification of eligibility to include information on the time, location, and means of food distribution, and the length of the certification period; or,
 - d. provide written notification of placement on a waiting list for categorically eligible clients when maximum caseload is being utilized by the local agency; or,
 - e. provide written notification of ineligibility within 10 days of application and must include reason for ineligibility, statement of an individual's right to a fair hearing to appeal the decision in accordance with 7 CFR 247.33(a) and a statement that program standards are applied without discrimination by race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
11. notification of discontinuance must be made in writing 15 days before the effective date of the discontinuance according to the following:
 - a. notification must be made when there is evidence that a participant is no longer eligible for CSFP benefits during the certification period; or,
 - b. when there is a lack of resources necessary to continue providing benefits to the participant; and,
 - c. must include the effective date of discontinuance, the reason for the discontinuance, a statement of the individual's right to appeal the discontinuance through the fair hearings process in accordance with 7 CFR 247.33(a) and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or

funded

by

USDA.

12. distribute and use of CSFP commodities in accordance with the FNS approved food package guide rate and in accordance with 7 CFR 247.10 to eligible persons up to but not exceeding the assigned caseload slots as stated in A. of this Section, above; to include;
 - a. order only the amount of food necessary for a full food package distribution for the pre-determined monthly or every two-month cycle by adjusting for physically counted remaining inventory from the previous cycle;
 - b. submit orders to the Department to allow sufficient time for the order to be processed, scheduled and delivered;
 - c. require proper identification be presented by each participant or participant's proxy prior to issuance of the food package;
 - d. for each distribution cycle maintain food package issuance records at a minimum to include cycle month(s)/year, client name, total served and an authorized issuance site signatory;
 - a. no excess inventory be maintained, unless authorized in writing by Department, beyond that of uneven case units and no show/unissued food packages (example: 12 cheese to case, 11 assigned clients = 1 excess unit, 10 picked up and 1 unit no show = 2 units remaining). Any remaining inventory must be accounted for in monthly inventory reports and included in the next distribution cycle.
 13. Make available for inspection to representatives of the State agency, it's representatives or the USDA during normal business hours or at other reasonable times the USDA Foods in storage and the facilities or warehouse used in the handling and storage of these foods;
 14. conduct program outreach activities and maintain a waiting list of unserved clients that exceed the slots allocated to the Contractor of Attachment C according to the requirements of 7 CFR 247.11; and,
 15. pursue claims in excess of \$100 against participants determined to have improperly received commodities to recover the cost of the commodities received or improperly used according to 7 CFR 247.30 (c).
 16. require all sub-agency contractors to comply with regulations found at 7 CFR 16 related to equal opportunity for faith-based organizations that operate USDA programs, and religious protections for USDA program beneficiaries.
 17. comply with all requirements relating to food safety and food recalls.
- C. Time is of the essence under this contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
- D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified, and credentialed as required by law.

- E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this contract.

REPORTS

- A. The Contractor agrees to collect data, complete and submit all reports and documents as requested by the Department and in accordance with the guidelines and specifications established by the CFR and state plan.
- B. The Contractor shall submit:
1. The FNS-153, Monthly Report of the Commodity Supplemental Food Program ***on or before the 15th of the month, following the monthly period covered by the report.*** THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT;
 2. a Department invoice at least monthly claiming reimbursement for the number of participants served during the invoice period by month with supporting documentation;
 3. the FNS-191 Racial/Ethnic Report annually based on the April participation by June 15th; and
 4. a final invoice consisting of the report indicated in number 1 of this Part and any unexpended funds, is due no later than October 31, 2025.

ATTACHMENT B

INCOME GUIDELINE

FFY 2025 Initial Exhibit B						
2025 Commodity Supplemental Food Program (CSFP)						
ELDERLY INCOME GUIDELINES						
130% OF POVERTY LEVEL OR LESS						
Guidelines Effective February 6, 2024						
130% OF POVERTY INDEX						
HOUSEHOLD SIZE	FEDERAL POVERTY 2024 GUIDELINES ANNUAL	CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY				
		ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY
1	\$15,060	\$19,578	\$1,632	\$816	\$753	\$377
2	\$20,440	\$26,572	\$2,215	\$1,108	\$1,022	\$511
3	\$25,820	\$33,566	\$2,798	\$1,399	\$1,291	\$646
4	\$31,200	\$40,560	\$3,380	\$1,690	\$1,560	\$780
5	\$36,580	\$47,554	\$3,963	\$1,982	\$1,829	\$915
6	\$41,960	\$54,548	\$4,546	\$2,273	\$2,098	\$1,049
7	\$47,340	\$61,542	\$5,129	\$2,565	\$2,367	\$1,184
8	\$52,720	\$68,536	\$5,712	\$2,856	\$2,636	\$1,318
For each add'l family member, add.....	\$5,380	\$6,994	\$583	\$292	\$269	\$135
Based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #89 FR 2961, pages 2961-2963 Document #2024-00796						

ATTACHMENT C

CASELOAD ASSIGNMENTS
Federal Fiscal Year 2025, 10/1/2024 to 9/30/2025

- This table represents the monthly and total annual caseload assignments for FY25.
- The reimbursement rate starting 10/1/2024 will be \$4.30 per case. This rate may fluctuate and will be updated with the reassessed caseloads and provided through an award letter as referenced in Section 3: Considerations and Payments (B).
- The current column for 1/1/25-9/30/25 is an estimate. Adjusted caseloads will be assigned beginning January 1, 2025.
- Local agencies may not exceed their total annual caseload assignment.
- Caseloads may be reassessed MONTH-BY-MONTH, any new caseload assignments will be provided through an award letter throughout the remainder of FFY 2025 as referenced in Section 3: Considerations and Payments (B).

<i>Updated 7/1/2024</i>	Caseloads		
AGENCY NAME	10/1/24 to 12/31/24	Estimated 1/1/25 to 9/30/25	Total Annual Caseload
AREA V AGENCY ON AGING - BUTTE	297	297	3564
DISTRICT 9 HRDC-GVFB – BOZEMAN	236	236	2832
N. CENTRAL AOA – CONRAD	201	201	2412
HILL COUNTY AOA - HAVRE	90	90	1080
ACTION FOR E. MONTANA - GLENDIVE	336	336	4032
ST. VINCENT DE PAUL - GREAT FALLS	336	336	4032
ROCKY MOUNTAIN DEV COUNCIL - HELENA	393	393	4716
FLATHEAD FOOD BANK - KALISPELL	300	300	3600
MISSOULA FOOD BANK - MISSOULA	463	463	5556
AREA VI AOA - POLSON	723	723	8676
AREA II AOA – ROUNDUP	562	562	6744
FAMILY SERVICES-BILLINGS	304	304	3648
RAVALLI COUNTY COA - HAMILTON	180	180	2160
CASELOAD TOTALS	4421	4421	53,052

FEDERAL REGULATIONS 7 CFR 247.21: The state agency is assigned a base caseload for each caseload cycle. The base caseload is determined by the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year.

Caseload means the number of persons the State agency may serve on an average monthly basis over the course of the caseload cycle.

Caseload cycle means the period from January 1 through the following December 31.

Final caseload assignments are issued within 30 days after enactment of appropriations legislation covering the full fiscal year.

ATTACHMENT D
FFY2025
CSFP CONTRACTORS' REMOTE LOCATIONS

Agencies are contracted by the state to provide CSFP services in their areas. Currently there are 12 Local Agency Contracts renewed annually.

GALLATIN VALLEY FOOD BANK - Area IX HRDC

602 BOND
BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belgrade – Issuance – Mobile Delivery – 586-7600
Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600
Bozeman – Issuance - Bozeman Sr. Center – 807 N. Tracy – 586-2421
Clyde Park – Issuance – Livingston Food Pantry - 222-5335
Emigrant – Issuance – Livingston Food Pantry – 222-5335
Ennis – Issuance – Mobile Delivery – 586-7600
Gallatin Gateway – Issuance – Mobile Delivery – 586-7600
Gardiner – Issuance – Gardiner Food Pantry – 222-5335
Harrison-Issuance – Mobile Delivery – 586-7600
Livingston – Issuance – Livingston Food Pantry – 222-5335
Manhattan – Issuance – Mobile Delivery – 586-7600
Pony – Issuance – Mobile Delivery – 586-7600
Pray – Issuance – Mobile Delivery – 586-7600
Three Forks – Issuance – Mobile Delivery – 586-7600
West Yellowstone – Issuance – Gallatin Valley Food Bank
Wilsall – Issuance – Mobile Delivery – 222-5335
Willow Creek – Issuance – Mobile Delivery – 586-7600
COUNTIES SERVED: Gallatin, Madison and Park

FAMILY SERVICES

3927 1ST AVE SOUTH
BILLINGS, MT 59101

COMMUNITIES AND SURROUNDING AREAS SERVED:

Ballantine – Mobile Delivery – (406) 259-2269
Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 –(406) 259-2269
Lewistown – Mobile Delivery –(406) 259-2269
Worden – Mobile Delivery –(406) 259-2269
COUNTIES SERVED: Fergus and Yellowstone

AREA V AGENCY ON AGING

1015 SOUTH MONTANA STREET
BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:

Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504
Butte – Certification and Issuance – 1015 S Montana – 782-5555

Deer Lodge – Certification and Issuance – Courthouse – 846-9789
Dillon – Certification and Issuance – Mobile Delivery – 865-0749
Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903
COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2
CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Sandy – Issuance - Sr Center – 378-2405
Browning – Certification and Issuance – Food Bank – 338-7340
Chester – Issuance – PO Box 13 – 759-5244
Choteau – Issuance – Mobile Delivery – 476-3424
Conrad – Certification and Issuance – 311 S. Virginia – 271-7553
Cut Bank – Issuance – 715 E Main – 873-2961
Dupuyer – Issuance – Mobile Delivery – 279-3527
Dutton – Issuance – Sr Center – 476-3227
Fairfield – Issuance – Mobile Delivery – 476-3424
Fort Benton – Issuance – 1408 Front Street – 622-3601
Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417
Havre – Area X Agency on Aging – 2 2nd St West – 265-5464
Heart Butte – Certification and Issuance – Sr Center – 338-2222
Kevin – Issuance – Mobile Delivery
Power – Issuance – Mobile Delivery – 476-3424
Shelby – Issuance – 739 N Benton – 434-2992
Sunburst – Issuance – Mobile Delivery
Valier – Issuance – Mobile Delivery – 279-3527
COUNTIES SERVED: Blaine, Choteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309
2030 NO MERRILL
GLEN DIVE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:

Baker – Certification and Issuance – PO Box 1025 – 778-3595
Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646 (Manor), Delivery – 119 N. Park Avenue
Circle – PO Box 442, 485-2418
Ekalaka – Certification and Issuance – PO Box 504 – 775-8751
Forsyth – Certification and Issuance – PO Box 1256 – 346-2878
Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500
Glendive – Certification and Issuance – PO Box 1309/2030 N Merrill Ave – 377-3564
Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886
Jordan – Certification and Issuance – PO Box 364 - 852-4588
Malta – Certification and Issuance – PO Box 1267 – 654-1235
Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482
Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412
Sidney – Certification and Issuance – 2190 W. Holly Street ,433-3701
Terry – Certification and Issuance – PO Box 873 - 635-5364

Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645

Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221

COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

ST. VINCENT de PAUL

426 CENTRAL AVENUE WEST

GREAT FALLS, MT 59404

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belt – Issuance – Mobile Delivery – 761-0111

Cascade – Issuance – Mobile Delivery – 761-0111

Centerville – Issuance – Mobile Delivery – 761-0111

Great Falls – Certification and Issuance and Mobile Delivery – 761-0111

Fort Shaw – Issuance – Mobile Delivery – 761-0111

Monarch – Issuance – Mobile Delivery – 761-0111

Neihart – Issuance – Mobile Delivery – 761-0111

Ulm – Issuance – Mobile delivery – 761-0111

Vaughn – Issuance – Mobile Delivery – 761-0111

COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING

310 OLD CORVALLIS RD

HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:

Corvallis - Mobile and Home Delivery & Certification - 363-5690

Darby - Mobile and Home Delivery & Certification - 363-5690

Florence – Home Delivery & Certification - 363-5690

Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690

Stevensville - Mobile and Home Delivery & Certification - 363-5690

Sula – Mobile and Home Delivery & Certification - 363-5690

Victor - Mobile and Home Delivery & Certification - 363-5690

COUNTY SERVED: Ravalli

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA

201 SO LAST CHANCE GULCH

HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:

Augusta – Issuance – 134 Main St – 562-3623

Avon-@ Avon Post Office

Boulder – Issuance –201 Main St. – 225-3656

Elliston-@ Post Office

East Helena – Issuance @ Methodist Church – 50 Prickly Pear Ave.

Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance – Helena Food Share – 1616 Lewis – 443-3663

Lincoln – Issuance – Main St – 362-4504

Townsend – Issuance – 516 2nd St – 266-3995

White Sulphur Springs – Issuance – Mobile Delivery – 547-3651

Whitehall – Issuance - 3 No. Division – 287-5336

Wolf Creek – Issuance – Wolf Creek School – no phone

COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK

1203 HIGHWAY 2 WEST – SUITE 2

KALISPELL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:

Kalispell – Certification - Issuance - Mobile Delivery – 752-3663

Big Fork – Issuance – Mobile Delivery

Columbia Falls – Issuance – Mobile Delivery

Coram – Issuance – Mobile Delivery

Hungry Horse – Issuance – Mobile Delivery

Lakeside – Issuance – Mobile Delivery

Marion – Issuance – Mobile Delivery

Martin City – Issuance – Mobile Delivery

Whitefish – Issuance – Mobile Delivery

COUNTY SERVED: Flathead

MISSOULA FOOD BANK

1720 WYOMING ST

MISSOULA, MT 59801

COMMUNITIES AND SURROUNDING AREAS SERVED:

Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543

Arlee – Issuance – Pick-up Only – 549-0543

Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543

Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543

Drummond – Issuance – Pick-up Only – 549-0543

East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543

Florence – Issuance – Pick-up Only – 549-0543

Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543

Huson – Issuance – Pick-up & Mobile Delivery – 549-0543

Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543

Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543

Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543

Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543

Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543

COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING

110 MAIN STREET – SUITE 5

POLSON, MT 59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:

Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343

Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery

Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery

Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery

Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery

Lake County COA - Certification – 528 Main St – Ronan – 676-2367

Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367
St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367
Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367
Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367
Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367
Polson Senior Center - Both pickup and Mobile Delivery – 883-4735
Elmo – Mobile Delivery – 676-2367
Mineral County – St. Regis Community Center – 678-4240
St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop –
649-2637 - Both pickup and Mobile Delivery
Superior – Mobile Delivery out of St. Regis – 649-2637
Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery
Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139
Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery
Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both
pickup and Mobile Delivery
Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and Mobile
Delivery
COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING

PO BOX 127
1502 4TH ST WEST
ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 –
932-4587 – Sweet Grass County service area
Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-
3462 – Big Horn County service area
Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569
Wheatland County service area
Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 –
962-3800 – Carbon and Stillwater Counties
Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 -
477-8707 – N. Cheyenne Reservation service area
Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St,
Roundup 59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County service
area

COUNTIES SERVED: Bighorn, Carbon, Golden Valley, Judith Basin, Musselshell, Petroleum,
Stillwater, Sweet Grass, and Wheatland.

ATTACHMENT E

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 Work Place. 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.fsrs.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: BFSD-FFATA Reporting
 PO Box 4210
 Helena, MT 59604-4210
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. Contractor 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. Contractor/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 telephone (currently 866-606-8220) or the internet (currently at 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);
 - (7) 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
 - (8) 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 F

Rev. 8/1/2024

INSURANCE REQUIREMENTS

I. General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connections with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

II. Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

III. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as a certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor's must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

IV. Insurance Requirements.

Specific Requirements for Compliance With Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are

State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability:

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right do subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver or subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor’s insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insured for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

Specific Requirements for Automobile Liability:

Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Specific Requirements for Professional Liability: Not Applicable to this Contract

Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$ 1,000,000 per occurrence and \$ 2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if “occurrence” coverage is unavailable or cost prohibitive, Contractor may provide “claims made” coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside of the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

ATTACHMENT G**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**, District 9 HRDC, 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

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](http://www.hhs.gov/hipaa)
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: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and


hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Will additionally comply with: (a) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (b) 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; (c) §§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; (d) 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; (e) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (f) 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.

CONTRACTOR

Signed by: 
BY: _____ President/CEO
AC2EF5C92E05484
Authorized Signer

Date: 1/13/2025

DISCLOSURE OF LOBBYING ACTIVITIES**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

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

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

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

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

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

ATTACHMENT H**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 >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number		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		Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	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		Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1		Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2		
FFATA-1-04-C	City		
FFATA-1-04-D	State		
FFATA-1-04-E	Zip+4		

FFATA-1-04-F	Congressional District		01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number		If not known, DPHHS will complete.
FFATA-1-06	Total Contract		Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	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		Provide City of primary performance.
FFATA-1-08-B	Primary Performance County		Provide County of primary performance.
FFATA-1-08-C	Primary Performance State		Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4		Provide Zip of primary performance.
FFATA-1-08-E	Congressional District		Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency		If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action		

**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:
DPHHS CONTRACT #:
UEI #:
SUBMITTED BY:
INSERT DATE:
Is Subrecipient (Contractor) Exempt?

	Name	Total Compensation	Title
1.			
2.			
3.			
4.			
5.			

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

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

CONTRACTOR

Signed by:



BY: _____

President/CEO

Authorized Signer

Date: 1/13/2025

**CONTRACT FOR
COMMODITY SUPPLEMENTAL FOOD PROGRAM
CONTRACT HHS-HCSD-00001062
DPHHS 25027210090**

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202925, Helena, MT, 59601, Phone Number (406) 444-0640, and Fax Number (406) 444-2547, and Missoula Food Bank, ("Contractor") whose contact information is as follows: Federal Tax ID 81-0414143, UEI Number KTXQQ46CQ965, 1720 Wyoming Street, Missoula, MT, 59801, Phone Number (406) 549-0543, and Fax Number (406) 529-1811; respectively (collectively, the "Parties").

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties to establish and operate the United States Department of Agriculture, Food and Nutrition Services, Commodity Supplemental Food Program (hereinafter referred to as the "USDA", "FNS", "CSFP") and to provide supplemental foods and nutrition education to eligible persons through state or local agencies, (the "Services"), as more particularly described in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Income Guidelines
 - 4. Attachment C: Caseload Assignments
 - 5. Attachment D: CSFP Contractors Remote Locations
 - 6. Attachment E: Federal and State Law Requirements
 - 7. Attachment F: Insurance Requirements
 - 8. Attachment G: Assurances
 - 9. Attachment H: FFATA

SECTION 2. TERM OF CONTRACT

The term of this Contract is from October 01, 2024 through September 30, 2025 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This Contract, including any renewals, may not exceed a total of 7 years.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor a total of \$5,433 for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

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

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

The Department will reimburse an amount identified in Attachment C per eligible client household served per month not to exceed the assigned annual caseload listed in Attachment C of this agreement 000 under FFY25 and not to exceed a total contract amount of \$5,433 through September 30, 2025. The Department will issue a formal Award Letter indicating the caseload assignment to the agency, and the reimbursement amount. Caseloads may fluctuate between agencies depending on the current need of the clients within the service area.

1. Payment to the Contractor shall be made to:

Missoula Food Bank
1720 Wyoming Street
Missoula, Montana 59801

2. The Contractor must request reimbursement for actual allowable expenditures incurred on an invoice form provided by the Department by the 10th of the month following the month in which the Contractor made the expenditure. An accounting system generated report itemizing all services and expenses for reimbursement, must accompany each invoice and must support the amount request on the invoice. The Department shall issue payment to the Contractor within 30 days following receipt of an invoice from the Contractor for all verified expenditures. Reimbursement of expenditures may be delayed for failure to provide complete and accurate documentation as requested by the Department; and
3. No additional costs will be paid under the contract as reimbursement is based solely on the number of clients served.

C. Adjustments to Consideration

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

D. Sources of Funding

The sources of the funding for this Contract are 100% from a grant from USDA, CFDA Number 10.565.

E. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the

Department if it determines a payment may be erroneous or improper, and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 4. PREVAILING WAGE REQUIREMENTS, RESERVED

SECTION 5. COST ADJUSTMENTS

Cost Increase by Mutual Agreement. After the Contract's initial term and if the Department agrees to a renewal, the parties may agree upon a cost increase. The Department is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

SECTION 6. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The Department's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, The Department may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 7. CREATION AND RETENTION OF RECORDS

A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.

- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 8. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

- E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.

- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 10. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 11. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 12. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment F, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 13. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 14. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment E to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment G and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. The following information may be required pursuant to 2 CFR 200:
 - 1. Recipient Name: Missoula Food Bank Network, Inc.
 - 2. Recipient Unique Entity Identifier: KTXQQ46CQ965
 - 3. Unique Federal Award Identification Number (FAIN): 253MT815Y8005
 - 4. Federal Award Date: October 2, 2024
 - 5. Period of Performance Start and End Date: October 1, 2024 through September 30, 2025
 - 6. Budget Period Start and End Date: October 1, 2024 through September 30, 2025
 - 7. Amount of Federal Funds Obligated by this Action: \$5,433
 - 8. Total Amount of Federal Funds Obligated: \$5,433
 - 9. Total Approved Cost Sharing, where applicable: \$0.00
 - 10. Total Amount of the Federal Award including approved Cost Sharing: \$97,803
 - 11. Budget Approved by the Federal Agency:

FNS Mountain Plains Regional Office
Food and Nutrition Service
1244 Speer Blvd., Suite 903
Denver, CO 80204-3585

12. Federal Award Description: Commodity Supplemental Food Program

13. Name

13.1 Federal Awarding Agency: U.S. Department of Agriculture - Food and Nutrition Service

13.2 Pass Through & Contact Information:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helena, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

14. Assistance Listings Number and Title – the pass-through entity must identify the dollar amount made available under each federal award and ALN:

10.565-Commodity Supplemental Food Program

15. Identification of whether the Award is R&D: No

16. Indirect Cost Rate for the Federal award: See Section 3.B.3.

- I. 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 30-20-301 MCA.

SECTION 15. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. § 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website.

SECTION 16. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract 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 Contract, shall be delivered to the Department.

SECTION 17.	INTELLECTUAL PROPERTY/OWNERSHIP, RESERVED
SECTION 18.	PATENT AND COPYRIGHT PROTECTION, RESERVED
SECTION 19.	CONTRACT PERFORMANCE SECURITY, RESERVED
SECTION 20.	CONTRACT OVERSIGHT, RESERVED

SECTION 21. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person. Personal Information that can be used to distinguish or trace an individual's identity (PII)
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other 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 to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in

relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 22. PROPRIETARY INFORMATION

- A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 23. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS, RESERVED

SECTION 24. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party 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.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. 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 Contract 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."

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract 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 Contract.
- D. 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 contract monies to describe and promote services provided through this Contract.

SECTION 25. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 26. LIAISON AND SERVICE OF NOTICES

- A. Sara Loewen, or their successor, will be the liaison for the Department. Contact information is as follows:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

Amy Allison Thompson, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Amy Allison Thompson,
1720 Wyoming Street
Missoula, MT, 59801
Phone Number (406) 549-0543
Fax Number (406) 529-1811
athompson@missoulafoodbank.org

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

SECTION 27. IDENTIFICATION/SUBSTITUTION OF PERSONNEL

The personnel identified or described in Contractor's proposal shall perform the services provided for the Department under this Contract. Contractor agrees that any personnel substituted during the term

of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The Department reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. The Department's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. The Department reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

SECTION 28. MEETINGS

- A. **Technical or Contractual Problems.** Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.
- B. **Progress Meetings.** During the term of this Contract, the Department's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the Department's progress in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the Department to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- C. **Failure to Notify.** If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.
- D. **The Department's Failure or Delay.** For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such

problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

SECTION 29. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 30. CONTRACT TERMINATION

- A. Subject to Section 30. E. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. Subject to Section 30. E. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. Subject to Section 30. E. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
 - 1. federal or state funding for this Contract becomes unavailable or reduced for any reason;
 - 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.
- E. In accordance with 7 CFR §250.4(c) (4) and 7 CFR §247.4(b)(6) which relate to the termination of agreements:

1. Termination by State agency.
 - a. The State agency may terminate an eligible recipient agency's participation in CSFP or may be required to terminate an eligible recipient agency's participation, in whole or in part, if the eligible recipient agency does not comply with the program provisions and requirements. The State agency must notify the eligible recipient agency in writing of the termination, the reasons for the action, and the effective date, and must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
 - b. The State agency may terminate an eligible recipient agency's participation in CSFP upon 30 days' written notice to the eligible recipient agency. The State agency must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
2. Termination by eligible recipient agency. The eligible recipient agency may terminate its participation in the program, in whole or in part, upon written notification to the State agency, stating the reasons and effective date of the action. In accordance with 7 CFR §247.4(b)(6), which relates to the termination of agreements, the eligible recipient agency must provide, at minimum, 30 days' written notice.
3. Termination by mutual agreement. The eligible recipient agency's program may also be terminated, in whole or in part, if both the State and eligible recipient agency agree that the action would be in the best interest of the program. The two parties must agree upon the conditions of the termination, including the effective date.

SECTION 31. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated

services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F.** Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 32: TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract 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 Contract or particular work under this Contract. 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 Contract, 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 Contract rates. If State terminates a project or this Contract 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.

SECTION 33. CHOICE OF LAW, REMEDIES AND VENUE

- A.** This Contract is governed by the laws of the State of Montana.

- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 34. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

SECTION 35. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

A. Contract

This Contract consists of sixteen (16) numbered pages, any Attachments listed in Section 1 as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

C. Amendment

Any amendment or modification must be in a written agreement signed by the parties.

AUTHORITY TO EXECUTE

The Terms and Conditions of Contract Number 25027210090.

The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, HUMAN COMMUNITY SERVICES DIVISION

Approved as to Form:

BY: _____ Date: _____
Contract Officer

CONTRACTOR

BY: _____ Date: _____
Authorized Signer

ATTACHMENT A

SCOPE OF WORK

This Contract shall govern the distribution of food commodities to eligible households living within the geographic boundaries of the Program Service Area of the "CSFP" Local Agency Contractor in accordance with the USDA approved Montana CSFP State Plan, 7 CFR Part 247 as revised April 15, 2013; 2 CFR 200; and 7 CFR, Part 250, Subchapter B.

SERVICES TO BE PROVIDED

A. The Contractor must provide the following goods or services:

For this contract period, the Contractor is assigned a caseload per month as indicated in Attachment C. The Contractor may not exceed their caseload unless approved in advance by the Department and maximize participation by distributing "unclaimed food packages" to certified waiting list person(s) as stated in Attachment C. At the option of the Department, the Contractor's caseload slots may be increased if slots are available and the Contractor can provide evidence the additional slots will be utilized, or may be decreased if unused or if the total slots to the Department are decreased by USDA; confirmation of any increase or decrease shall be made by the issuance of a new Attachment C-4 by e-mail or facsimile and/or mail, in which case Attachment C-4 will become a part of this contract without a written amendment of the contract signed by the parties. Certification for eligible persons will be in accordance with 7 CFR Part 247.8, Part 247.9, Part 247.15, Part 247.16 and Part 247.17. Note: 2008 Farm Bill removed the priority system for assigning caseloads.

B. The Contractor agrees to:

1. administer the CSFP in accordance with the USDA approved Montana State CSFP Plan, provisions of 7 CFR 247, and with the provision of part 7 CFR 250 of this Chapter unless they are inconsistent with the provisions of 247 as listed in Section 2, above at the certification and distribution sites listed for the Contractor in Attachment D;
2. be responsible and maintain appropriate insurance coverage for any loss resulting from improper distribution, or improper storage, care or handling of commodities;
3. be responsible for any misuse of program funds received under this program
4. maintain and operate a CSFP office, storage and issuance facility(ies) and training of staff and volunteers that includes annual Civil Rights training and documentation;
5. maintain acceptable USDA security and storage standards in accordance with 7 CFR 250.14 for USDA Commodities held in its storage facilities against loss by fire, flood, theft or vandalism;
6. complete and provide to the Department all forms, reports and supporting documentation as requested by the Department;
7. provide to the Department within 30 days of receipt, a copy of the Audit Report from the most recently completed single agency audit which conforms with the requirements set forth in 2 CFR 200.501.

8. provide nutrition education as required in 7 CFR 247.18 and advise participants of the importance of health care;
9. provide written information on at least one occasion to participants or their legal representative(s) on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR 247.14 to include:
 - a. the following programs to each elderly applicant, participant or legal representative:
 - i. the Supplemental Security Income benefits provided under Title XVI of the Social Security Act,
 - ii. the Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
 - iii. the Food Stamp Program.
10. determine client eligibility for services under this contract within 10 days of application; each application to be date stamped upon receipt:
 - a. in accordance with the requirements of Section 8, Limitations and Eligibility;
 - b. take steps to prevent and detect dual participation, as required in 7 CFR 247.19;
 - c. provide notification of eligibility to include information on the time, location, and means of food distribution, and the length of the certification period; or,
 - d. provide written notification of placement on a waiting list for categorically eligible clients when maximum caseload is being utilized by the local agency; or,
 - e. provide written notification of ineligibility within 10 days of application and must include reason for ineligibility, statement of an individual's right to a fair hearing to appeal the decision in accordance with 7 CFR 247.33(a) and a statement that program standards are applied without discrimination by race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
11. notification of discontinuance must be made in writing 15 days before the effective date of the discontinuance according to the following:
 - a. notification must be made when there is evidence that a participant is no longer eligible for CSFP benefits during the certification period; or,
 - b. when there is a lack of resources necessary to continue providing benefits to the participant; and,
 - c. must include the effective date of discontinuance, the reason for the discontinuance, a statement of the individual's right to appeal the discontinuance through the fair hearings process in accordance with 7 CFR 247.33(a) and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or

12. distribute and use of CSFP commodities in accordance with the FNS approved food package guide rate and in accordance with 7 CFR 247.10 to eligible persons up to but not exceeding the assigned caseload slots as stated in A. of this Section, above; to include;
 - a. order only the amount of food necessary for a full food package distribution for the pre-determined monthly or every two-month cycle by adjusting for physically counted remaining inventory from the previous cycle;
 - b. submit orders to the Department to allow sufficient time for the order to be processed, scheduled and delivered;
 - c. require proper identification be presented by each participant or participant's proxy prior to issuance of the food package;
 - d. for each distribution cycle maintain food package issuance records at a minimum to include cycle month(s)/year, client name, total served and an authorized issuance site signatory;
 - a. no excess inventory be maintained, unless authorized in writing by Department, beyond that of uneven case units and no show/unissued food packages (example: 12 cheese to case, 11 assigned clients = 1 excess unit, 10 picked up and 1 unit no show = 2 units remaining). Any remaining inventory must be accounted for in monthly inventory reports and included in the next distribution cycle.
 13. Make available for inspection to representatives of the State agency, its representatives or the USDA during normal business hours or at other reasonable times the USDA Foods in storage and the facilities or warehouse used in the handling and storage of these foods;
 14. conduct program outreach activities and maintain a waiting list of unserved clients that exceed the slots allocated to the Contractor of Attachment C according to the requirements of 7 CFR 247.11; and,
 15. pursue claims in excess of \$100 against participants determined to have improperly received commodities to recover the cost of the commodities received or improperly used according to 7 CFR 247.30 (c).
 16. require all sub-agency contractors to comply with regulations found at 7 CFR 16 related to equal opportunity for faith-based organizations that operate USDA programs, and religious protections for USDA program beneficiaries.
 17. comply with all requirements relating to food safety and food recalls.
- C. Time is of the essence under this contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
- D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified, and credentialed as required by law.

- E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this contract.

REPORTS

- A. The Contractor agrees to collect data, complete and submit all reports and documents as requested by the Department and in accordance with the guidelines and specifications established by the CFR and state plan.
- B. The Contractor shall submit:
1. The FNS-153, Monthly Report of the Commodity Supplemental Food Program ***on or before the 15th of the month, following the monthly period covered by the report.*** THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT;
 2. a Department invoice at least monthly claiming reimbursement for the number of participants served during the invoice period by month with supporting documentation;
 3. the FNS-191 Racial/Ethnic Report annually based on the April participation by June 15th; and
 4. a final invoice consisting of the report indicated in number 1 of this Part and any unexpended funds, is due no later than October 31, 2025.

ATTACHMENT B

INCOME GUIDELINE

FFY 2025 Initial Exhibit B						
2025 Commodity Supplemental Food Program (CSFP)						
ELDERLY INCOME GUIDELINES						
130% OF POVERTY LEVEL OR LESS						
Guidelines Effective February 6, 2024						
130% OF POVERTY INDEX						
HOUSEHOLD SIZE	FEDERAL POVERTY 2024 GUIDELINES ANNUAL	CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY				
		ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY
1	\$15,060	\$19,578	\$1,632	\$816	\$753	\$377
2	\$20,440	\$26,572	\$2,215	\$1,108	\$1,022	\$511
3	\$25,820	\$33,566	\$2,798	\$1,399	\$1,291	\$646
4	\$31,200	\$40,560	\$3,380	\$1,690	\$1,560	\$780
5	\$36,580	\$47,554	\$3,963	\$1,982	\$1,829	\$915
6	\$41,960	\$54,548	\$4,546	\$2,273	\$2,098	\$1,049
7	\$47,340	\$61,542	\$5,129	\$2,565	\$2,367	\$1,184
8	\$52,720	\$68,536	\$5,712	\$2,856	\$2,636	\$1,318
For each add'l family member, add.....	\$5,380	\$6,994	\$583	\$292	\$269	\$135
Based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #89 FR 2961, pages 2961-2963 Document #2024-00796						

ATTACHMENT C

CASELOAD ASSIGNMENTS Federal Fiscal Year 2025, 10/1/2024 to 9/30/2025

- This table represents the monthly and total annual caseload assignments for FY25.
- The reimbursement rate starting 10/1/2024 will be \$4.30 per case. This rate may fluctuate and will be updated with the reassessed caseloads and provided through an award letter as referenced in Section 3: Considerations and Payments (B).
- The current column for 1/1/25-9/30/25 is an estimate. Adjusted caseloads will be assigned beginning January 1, 2025.
- Local agencies may not exceed their total annual caseload assignment.
- Caseloads may be reassessed MONTH-BY-MONTH, any new caseload assignments will be provided through an award letter throughout the remainder of FFY 2025 as referenced in Section 3: Considerations and Payments (B).

Updated 7/1/2024	Caseloads		
AGENCY NAME	10/1/24 to 12/31/24	Estimated 1/1/25 to 9/30/25	Total Annual Caseload
AREA V AGENCY ON AGING - BUTTE	297	297	3564
DISTRICT 9 HRDC-GVFB – BOZEMAN	236	236	2832
N. CENTRAL AOA – CONRAD	201	201	2412
HILL COUNTY AOA - HAVRE	90	90	1080
ACTION FOR E. MONTANA - GLENDIVE	336	336	4032
ST. VINCENT DE PAUL - GREAT FALLS	336	336	4032
ROCKY MOUNTAIN DEV COUNCIL - HELENA	393	393	4716
FLATHEAD FOOD BANK - KALISPELL	300	300	3600
MISSOULA FOOD BANK - MISSOULA	463	463	5556
AREA VI AOA - POLSON	723	723	8676
AREA II AOA – ROUNDUP	562	562	6744
FAMILY SERVICES-BILLINGS	304	304	3648
RAVALLI COUNTY COA - HAMILTON	180	180	2160
CASELOAD TOTALS	4421	4421	53,052

FEDERAL REGULATIONS 7 CFR 247.21: The state agency is assigned a base caseload for each caseload cycle. The base caseload is determined by the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year.

Caseload means the number of persons the State agency may serve on an average monthly basis over the course of the caseload cycle.

Caseload cycle means the period from January 1 through the following December 31.

Final caseload assignments are issued within 30 days after enactment of appropriations legislation covering the full fiscal year.

ATTACHMENT D
FFY2025
CSFP CONTRACTORS' REMOTE LOCATIONS

Agencies are contracted by the state to provide CSFP services in their areas. Currently there are 12 Local Agency Contracts renewed annually.

GALLATIN VALLEY FOOD BANK - Area IX HRDC

602 BOND
BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belgrade – Issuance – Mobile Delivery – 586-7600
Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600
Bozeman – Issuance - Bozeman Sr. Center – 807 N. Tracy – 586-2421
Clyde Park – Issuance – Livingston Food Pantry - 222-5335
Emigrant – Issuance – Livingston Food Pantry – 222-5335
Ennis – Issuance – Mobile Delivery – 586-7600
Gallatin Gateway – Issuance – Mobile Delivery – 586-7600
Gardiner – Issuance – Gardiner Food Pantry – 222-5335
Harrison-Issuance – Mobile Delivery – 586-7600
Livingston – Issuance – Livingston Food Pantry – 222-5335
Manhattan – Issuance – Mobile Delivery – 586-7600
Pony – Issuance – Mobile Delivery – 586-7600
Pray – Issuance – Mobile Delivery – 586-7600
Three Forks – Issuance – Mobile Delivery – 586-7600
West Yellowstone – Issuance – Gallatin Valley Food Bank
Wilsall – Issuance – Mobile Delivery – 222-5335
Willow Creek – Issuance – Mobile Delivery – 586-7600
COUNTIES SERVED: Gallatin, Madison and Park

FAMILY SERVICES

3927 1ST AVE SOUTH
BILLINGS, MT 59101

COMMUNITIES AND SURROUNDING AREAS SERVED:

Ballantine – Mobile Delivery – (406) 259-2269
Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 – (406) 259-2269
Lewistown – Mobile Delivery –(406) 259-2269
Worden – Mobile Delivery –(406) 259-2269
COUNTIES SERVED: Fergus and Yellowstone

AREA V AGENCY ON AGING

1015 SOUTH MONTANA STREET
BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:

Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504
Butte – Certification and Issuance – 1015 S Montana – 782-5555

Deer Lodge – Certification and Issuance – Courthouse – 846-9789
Dillon – Certification and Issuance – Mobile Delivery – 865-0749
Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903
COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2
CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Sandy – Issuance - Sr Center – 378-2405
Browning – Certification and Issuance – Food Bank – 338-7340
Chester – Issuance – PO Box 13 – 759-5244
Choteau – Issuance – Mobile Delivery – 476-3424
Conrad – Certification and Issuance – 311 S. Virginia – 271-7553
Cut Bank – Issuance – 715 E Main – 873-2961
Dupuyer – Issuance – Mobile Delivery – 279-3527
Dutton – Issuance – Sr Center – 476-3227
Fairfield – Issuance – Mobile Delivery – 476-3424
Fort Benton – Issuance – 1408 Front Street – 622-3601
Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417
Havre – Area X Agency on Aging – 2 2nd St West – 265-5464
Heart Butte – Certification and Issuance – Sr Center – 338-2222
Kevin – Issuance – Mobile Delivery
Power – Issuance – Mobile Delivery – 476-3424
Shelby – Issuance – 739 N Benton – 434-2992
Sunburst – Issuance – Mobile Delivery
Valier – Issuance – Mobile Delivery – 279-3527
COUNTIES SERVED: Blaine, Choteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309
2030 NO MERRILL
GLEN DIVE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:

Baker – Certification and Issuance – PO Box 1025 – 778-3595
Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646 (Manor), Delivery – 119 N. Park Avenue
Circle – PO Box 442, 485-2418
Ekalaka – Certification and Issuance – PO Box 504 – 775-8751
Forsyth – Certification and Issuance – PO Box 1256 – 346-2878
Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500
Glendive – Certification and Issuance – PO Box 1309/2030 N Merrill Ave – 377-3564
Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886
Jordan – Certification and Issuance – PO Box 364 - 852-4588
Malta – Certification and Issuance – PO Box 1267 – 654-1235
Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482
Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412
Sidney – Certification and Issuance – 2190 W. Holly Street ,433-3701
Terry – Certification and Issuance – PO Box 873 - 635-5364

Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645
Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221
COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips,
Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

ST. VINCENT de PAUL

426 CENTRAL AVENUE WEST
GREAT FALLS, MT 59404

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belt – Issuance – Mobile Delivery – 761-0111
Cascade – Issuance – Mobile Delivery – 761-0111
Centerville – Issuance – Mobile Delivery – 761-0111
Great Falls – Certification and Issuance and Mobile Delivery – 761-0111
Fort Shaw – Issuance – Mobile Delivery – 761-0111
Monarch – Issuance – Mobile Delivery – 761-0111
Neihart – Issuance – Mobile Delivery – 761-0111
Ulm – Issuance – Mobile delivery – 761-0111
Vaughn – Issuance – Mobile Delivery – 761-0111

COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING

310 OLD CORVALLIS RD
HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:

Corvallis - Mobile and Home Delivery & Certification - 363-5690
Darby - Mobile and Home Delivery & Certification - 363-5690
Florence – Home Delivery & Certification - 363-5690
Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690
Stevensville - Mobile and Home Delivery & Certification - 363-5690
Sula – Mobile and Home Delivery & Certification - 363-5690
Victor - Mobile and Home Delivery & Certification - 363-5690

COUNTY SERVED: Ravalli

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA

201 SO LAST CHANCE GULCH
HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:

Augusta – Issuance – 134 Main St – 562-3623
Avon-@ Avon Post Office
Boulder – Issuance –201 Main St. – 225-3656
Elliston-@ Post Office
East Helena – Issuance @ Methodist Church – 50 Prickly Pear Ave.
Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance – Helena Food
Share – 1616 Lewis – 443-3663
Lincoln – Issuance – Main St – 362-4504
Townsend – Issuance – 516 2nd St – 266-3995
White Sulphur Springs – Issuance – Mobile Delivery – 547-3651
Whitehall – Issuance - 3 No. Division – 287-5336

Wolf Creek – Issuance – Wolf Creek School – no phone

COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK

1203 HIGHWAY 2 WEST – SUITE 2
KALISPELL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:

Kalispell – Certification - Issuance - Mobile Delivery – 752-3663

Big Fork – Issuance – Mobile Delivery

Columbia Falls – Issuance – Mobile Delivery

Coram – Issuance – Mobile Delivery

Hungry Horse – Issuance – Mobile Delivery

Lakeside – Issuance – Mobile Delivery

Marion – Issuance – Mobile Delivery

Martin City – Issuance – Mobile Delivery

Whitefish – Issuance – Mobile Delivery

COUNTY SERVED: Flathead

MISSOULA FOOD BANK

1720 WYOMING ST
MISSOULA, MT 59801

COMMUNITIES AND SURROUNDING AREAS SERVED:

Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543

Arlee – Issuance – Pick-up Only – 549-0543

Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543

Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543

Drummond – Issuance – Pick-up Only – 549-0543

East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543

Florence – Issuance – Pick-up Only – 549-0543

Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543

Huson – Issuance – Pick-up & Mobile Delivery – 549-0543

Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543

Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543

Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543

Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543

Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543

COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING

110 MAIN STREET – SUITE 5
POLSON, MT 59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:

Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343

Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery

Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery

Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery

Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery
 Lake County COA - Certification – 528 Main St – Ronan – 676-2367
 Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367
 St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367
 Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367
 Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367
 Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367
 Polson Senior Center - Both pickup and Mobile Delivery – 883-4735
 Elmo – Mobile Delivery – 676-2367
 Mineral County – St. Regis Community Center – 678-4240
 St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop – 649-2637 - Both pickup and Mobile Delivery
 Superior – Mobile Delivery out of St. Regis – 649-2637
 Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery
 Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139
 Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery
 Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both pickup and Mobile Delivery
 Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and Mobile Delivery
COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING

PO BOX 127
 1502 4TH ST WEST
 ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 – 932-4587 – Sweet Grass County service area
 Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-3462 – Big Horn County service area
 Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569 Wheatland County service area
 Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 – 962-3800 – Carbon and Stillwater Counties
 Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 - 477-8707 – N. Cheyenne Reservation service area
 Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St, Roundup 59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County service area
COUNTIES SERVED: Bighorn, Carbon, Golden Valley, Judith Basin, Musselshell, Petroleum, Stillwater, Sweet Grass, and Wheatland.

ATTACHMENT E

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 Work Place. 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.fsrs.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: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
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. Contractor 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. Contractor/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 telephone (currently 866-606-8220) or the internet (currently at 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);
 - (7) 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
 - (8) 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

INSURANCE REQUIREMENTS

I. General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connections with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

II. Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

III. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as a certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor's must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

IV. Insurance Requirements.

Specific Requirements for Compliance With Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are

State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability:

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right do subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver or subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor’s insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insured for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

Specific Requirements for Automobile Liability:

Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Specific Requirements for Professional Liability: Not Applicable to this Contract

Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$ 1,000,000 per occurrence and \$ 2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if “occurrence” coverage is unavailable or cost prohibitive, Contractor may provide “claims made” coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside of the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

ATTACHMENT G

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**, Missoula Food Bank, 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

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](http://www.hhs.gov/hipaa)
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: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity

for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Will additionally comply with: (a) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (b) 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; c) §§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; (d) 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; (e) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (f) 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.

CONTRACTOR

BY: _____
Authorized Signer

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

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

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

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

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

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

ATTACHMENT H

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 >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number		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		Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	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		Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1		Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2		
FFATA-1-04-C	City		
FFATA-1-04-D	State		
FFATA-1-04-E	Zip+4		

FFATA-1-04-F	Congressional District		01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number		If not known, DPHHS will complete.
FFATA-1-06	Total Contract		Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	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		Provide City of primary performance.
FFATA-1-08-B	Primary Performance County		Provide County of primary performance.
FFATA-1-08-C	Primary Performance State		Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4		Provide Zip of primary performance.
FFATA-1-08-E	Congressional District		Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency		If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action		

**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:

DPHHS CONTRACT #:

UEI #:

SUBMITTED BY:

INSERT DATE:

Is Subrecipient (Contractor) Exempt?

	Name	Total Compensation	Title
1.			
2.			
3.			
4.			
5.			

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

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

CONTRACTOR

BY: _____
Authorized Signer

Date: _____

**CONTRACT FOR
COMMODITY SUPPLEMENTAL FOOD PROGRAM
CONTRACT HHS-HCSD-00001058
DPHHS 25027210030**

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202925, Helena, MT, 59601, Phone Number (406) 444-0640, and Fax Number (406) 444-2547, and North Central Area Agency on Aging, (the "Contractor"), whose contact information is as follows: Federal Tax ID 81-0345882, UEI Number ELHJENACD6B5, 311 S. Virginia, Suite 2, Conrad, MT 59425, Phone: 406-271-7553 and Fax: 406-271-2769; respectively (collectively, the "Parties").

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties to establish and operate the United States Department of Agriculture, Food and Nutrition Services, Commodity Supplemental Food Program (hereinafter referred to as the "USDA", "FNS", "CSFP") and to provide supplemental foods and nutrition education to eligible persons through state or local agencies, (the "Services"), as more particularly described in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Income Guidelines
 - 4. Attachment C: Caseload Assignments
 - 5. Attachment D: CSFP Contractors Remote Locations
 - 6. Attachment E: Federal and State Law Requirements
 - 7. Attachment F: Insurance Requirements
 - 8. Attachment G: Assurances
 - 9. Attachment H: FFATA

SECTION 2. TERM OF CONTRACT

The term of this Contract is from October 01, 2024 through September 30, 2025 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This Contract, including any renewals, may not exceed a total of 7 years.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor a total of \$3,414 for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

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

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

The Department will reimburse an amount identified in Attachment C per eligible client household served per month not to exceed the assigned annual caseload listed in Attachment C of this agreement 000 under FFY25 and not to exceed a total contract amount of \$3,414 through September 30, 2025. The Department will issue a formal Award Letter indicating the caseload assignment to the agency, and the reimbursement amount. Caseloads may fluctuate between agencies depending on the current need of the clients within the service area.

1. Payment to the Contractor shall be made to:

North Central Agency on Aging
311 S. Virginia Street, Suite 2
Conrad, Montana 59425

2. The Contractor must request reimbursement for actual allowable expenditures incurred on an invoice form provided by the Department by the 10th of the month following the month in which the Contractor made the expenditure. An accounting system generated report itemizing all services and expenses for reimbursement, must accompany each invoice and must support the amount request on the invoice. The Department shall issue payment to the Contractor within 30 days following receipt of an invoice from the Contractor for all verified expenditures. Reimbursement of expenditures may be delayed for failure to provide complete and accurate documentation as requested by the Department; and
3. No additional costs will be paid under the contract as reimbursement is based solely on the number of clients served.

C. Adjustments to Consideration

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

An advance in the amount of 1/12th of the contract upon request by the Contractor and at the discretion of the Department, may be granted upon execution of this Task Order and receipt of a completed invoice. If an advance of more than 1/12th of the contract is requested the Contractor must have written approval from the department.

D. Sources of Funding

The sources of the funding for this Contract are 100% from a grant from USDA, CFDA Number 10.565.

E. Erroneous and Improper Payments

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

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 4. PREVAILING WAGE REQUIREMENTS, RESERVED

SECTION 5. COST ADJUSTMENTS

Cost Increase by Mutual Agreement. After the Contract's initial term and if the Department agrees to a renewal, the parties may agree upon a cost increase. The Department is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

SECTION 6. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The Department's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, The Department may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 7. CREATION AND RETENTION OF RECORDS

A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal

law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.

- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 8. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

- E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.
- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 10. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 11. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 12. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment F, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 13. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or

other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 14. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment E to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment G and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. The following information may be required pursuant to 2 CFR 200:
 - 1. Recipient Name: North Central Area Agency on Aging
 - 2. Recipient Unique Entity Identifier: ELHJENACD6B5
 - 3. Unique Federal Award Identification Number (FAIN): 253MT815Y8005
 - 4. Federal Award Date: October 2, 2024
 - 5. Period of Performance Start and End Date: October 1, 2024 through September 30, 2025
 - 6. Budget Period Start and End Date: October 1, 2024 through September 30, 2025
 - 7. Amount of Federal Funds Obligated by this Action: \$3,414
 - 8. Total Amount of Federal Funds Obligated: \$3,414
 - 9. Total Approved Cost Sharing, where applicable: \$0.00
 - 10. Total Amount of the Federal Award including approved Cost Sharing: \$97,803
 - 11. Budget Approved by the Federal Agency:

FNS Mountain Plains Regional Office
Food and Nutrition Service

1244 Speer Blvd., Suite 903
Denver, CO 80204-3585

12. Federal Award Description: Commodity Supplemental Food Program

13. Name

13.1 Federal Awarding Agency: U.S. Department of Agriculture - Food and Nutrition Service

13.2 Pass Through & Contact Information:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

14. Assistance Listings Number and Title – the pass-through entity must identify the dollar amount made available under each federal award and ALN:

10.565-Commodity Supplemental Food Program

15. Identification of whether the Award is R&D: No

16. Indirect Cost Rate for the Federal award: See Section 3.B.3.

- I. 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 30-20-301 MCA.

SECTION 15. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. § 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website.

SECTION 16. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract 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 Contract, shall be delivered to the Department.

SECTION 17. INTELLECTUAL PROPERTY/OWNERSHIP, RESERVED

SECTION 18. PATENT AND COPYRIGHT PROTECTION, RESERVED

SECTION 19.
SECTION 20.

CONTRACT PERFORMANCE SECURITY, RESERVED
CONTRACT OVERSIGHT, RESERVED

SECTION 21.

CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person. Personal Information that can be used to distinguish or trace an individual's identity (PII)
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other 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 to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 22. PROPRIETARY INFORMATION

- A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 23. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS, RESERVED

SECTION 24. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party 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.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. 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 Contract 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.”

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract 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 Contract.
- D. 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 contract monies to describe and promote services provided through this Contract.

SECTION 25. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 26. LIAISON AND SERVICE OF NOTICES

- A. Sara Loewen, or their successor, will be the liaison for the Department. Contact information is as follows:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

Susan Bender, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Susan Bender,
311 S. Virginia Street, Suite 2
Conrad, MT, 59425
Phone Number (406) 782-7553
Fax Number (406) 271-2769
sbender@aoamt.org

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

SECTION 27. IDENTIFICATION/SUBSTITUTION OF PERSONNEL

The personnel identified or described in Contractor's proposal shall perform the services provided for the Department under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The Department reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. The Department's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. The Department reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

SECTION 28. MEETINGS

- A. **A Technical or Contractual Problems.** Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.
- B. **Progress Meetings.** During the term of this Contract, the Department's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the Department's progress in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the Department to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- C. **Failure to Notify.** If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

- D. The Department's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

SECTION 29. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 30. CONTRACT TERMINATION

- A. Subject to Section 30. E. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. Subject to Section 30. E. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. Subject to Section 30. E. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
1. federal or state funding for this Contract becomes unavailable or reduced for any reason;
 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out

this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.

E In accordance with 7 CFR §250.4(c) (4) and 7 CFR §247.4(b)(6) which relate to the termination of agreements:

1. Termination by State agency.

- a. The State agency may terminate an eligible recipient agency's participation in CSFP or may be required to terminate an eligible recipient agency's participation, in whole or in part, if the eligible recipient agency does not comply with the program provisions and requirements. The State agency must notify the eligible recipient agency in writing of the termination, the reasons for the action, and the effective date, and must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
- b. The State agency may terminate an eligible recipient agency's participation in CSFP upon 30 days' written notice to the eligible recipient agency. The State agency must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.

2. Termination by eligible recipient agency. The eligible recipient agency may terminate its participation in the program, in whole or in part, upon written notification to the State agency, stating the reasons and effective date of the action. In accordance with 7 CFR §247.4(b)(6), which relates to the termination of agreements, the eligible recipient agency must provide, at minimum, 30 days' written notice.
3. Termination by mutual agreement. The eligible recipient agency's program may also be terminated, in whole or in part, if both the State and eligible recipient agency agree that the action would be in the best interest of the program. The two parties must agree upon the conditions of the termination, including the effective date.

SECTION 31. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt

of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F.** Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 32: TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract 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 Contract or particular work under this Contract. 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 Contract, 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 Contract rates. If State terminates a project or this Contract 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.

SECTION 33. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 34. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

SECTION 35. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

- A. Contract

This Contract consists of sixteen (16) numbered pages, any Attachments listed in Section 1 as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

C. Amendment

Any amendment or modification must be in a written agreement signed by the parties.

AUTHORITY TO EXECUTE

The Terms and Conditions of Contract Number 25027210030.

The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

Signed by:
BY: Charles T. Brereton Director Date: 1/22/2025
0E90064370A54E3...
Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, HUMAN COMMUNITY SERVICES DIVISION

Approved as to Form:

DocuSigned by:
BY: Alisha Baker Contract Manager & Financial Specialist Date: 1/7/2025
08ECEDE0B9F84AA...
Contract Officer

CONTRACTOR

Signed by:
BY: Susan Bender Executive Director Date: 1/8/2025
E2AB27E3EF1C49...
Authorized Signer

ATTACHMENT A

SCOPE OF WORK

This Contract shall govern the distribution of food commodities to eligible households living within the geographic boundaries of the Program Service Area of the "CSFP" Local Agency Contractor in accordance with the USDA approved Montana CSFP State Plan, 7 CFR Part 247 as revised April 15, 2013; 2 CFR 200; and 7 CFR, Part 250, Subchapter B.

SERVICES TO BE PROVIDED

A. The Contractor must provide the following goods or services:

For this contract period, the Contractor is assigned a caseload per month as indicated in Attachment C. The Contractor may not exceed their caseload unless approved in advance by the Department and maximize participation by distributing "unclaimed food packages" to certified waiting list person(s) as stated in Attachment C. At the option of the Department, the Contractor's caseload slots may be increased if slots are available and the Contractor can provide evidence the additional slots will be utilized, or may be decreased if unused or if the total slots to the Department are decreased by USDA; confirmation of any increase or decrease shall be made by the issuance of a new Attachment C-4 by e-mail or facsimile and/or mail, in which case Attachment C-4 will become a part of this contract without a written amendment of the contract signed by the parties. Certification for eligible persons will be in accordance with 7 CFR Part 247.8, Part 247.9, Part 247.15, Part 247.16 and Part 247.17. Note: 2008 Farm Bill removed the priority system for assigning caseloads.

B. The Contractor agrees to:

1. administer the CSFP in accordance with the USDA approved Montana State CSFP Plan, provisions of 7 CFR 247, and with the provision of part 7 CFR 250 of this Chapter unless they are inconsistent with the provisions of 247 as listed in Section 2, above at the certification and distribution sites listed for the Contractor in Attachment D;
2. be responsible and maintain appropriate insurance coverage for any loss resulting from improper distribution, or improper storage, care or handling of commodities;
3. be responsible for any misuse of program funds received under this program
4. maintain and operate a CSFP office, storage and issuance facility(ies) and training of staff and volunteers that includes annual Civil Rights training and documentation;
5. maintain acceptable USDA security and storage standards in accordance with 7 CFR 250.14 for USDA Commodities held in its storage facilities against loss by fire, flood, theft or vandalism;
6. complete and provide to the Department all forms, reports and supporting documentation as requested by the Department;
7. provide to the Department within 30 days of receipt, a copy of the Audit Report from the most recently completed single agency audit which conforms with the requirements set forth in 2 CFR 200.501.

8. provide nutrition education as required in 7 CFR 247.18 and advise participants of the importance of health care;
9. provide written information on at least one occasion to participants or their legal representative(s) on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR 247.14 to include:
 - a. the following programs to each elderly applicant, participant or legal representative:
 - i. the Supplemental Security Income benefits provided under Title XVI of the Social Security Act,
 - ii. the Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
 - iii. the Food Stamp Program.
10. determine client eligibility for services under this contract within 10 days of application; each application to be date stamped upon receipt:
 - a. in accordance with the requirements of Section 8, Limitations and Eligibility;
 - b. take steps to prevent and detect dual participation, as required in 7 CFR 247.19;
 - c. provide notification of eligibility to include information on the time, location, and means of food distribution, and the length of the certification period; or,
 - d. provide written notification of placement on a waiting list for categorically eligible clients when maximum caseload is being utilized by the local agency; or,
 - e. provide written notification of ineligibility within 10 days of application and must include reason for ineligibility, statement of an individual's right to a fair hearing to appeal the decision in accordance with 7 CFR 247.33(a) and a statement that program standards are applied without discrimination by race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
11. notification of discontinuance must be made in writing 15 days before the effective date of the discontinuance according to the following:
 - a. notification must be made when there is evidence that a participant is no longer eligible for CSFP benefits during the certification period; or,
 - b. when there is a lack of resources necessary to continue providing benefits to the participant; and,
 - b. must include the effective date of discontinuance, the reason for the discontinuance, a statement of the individual's right to appeal the discontinuance through the fair hearings process in accordance with 7 CFR 247.33(a) and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

12. distribute and use of CSFP commodities in accordance with the FNS approved food package guide rate and in accordance with 7 CFR 247.10 to eligible persons up to but not exceeding the assigned caseload slots as stated in A. of this Section, above; to include;
 - a. order only the amount of food necessary for a full food package distribution for the pre-determined monthly or every two-month cycle by adjusting for physically counted remaining inventory from the previous cycle;
 - b. submit orders to the Department to allow sufficient time for the order to be processed, scheduled and delivered;
 - c. require proper identification be presented by each participant or participant's proxy prior to issuance of the food package;
 - d. for each distribution cycle maintain food package issuance records at a minimum to include cycle month(s)/year, client name, total served and an authorized issuance site signatory;
 - a. no excess inventory be maintained, unless authorized in writing by Department, beyond that of uneven case units and no show/unissued food packages (example: 12 cheese to case, 11 assigned clients = 1 excess unit, 10 picked up and 1 unit no show = 2 units remaining). Any remaining inventory must be accounted for in monthly inventory reports and included in the next distribution cycle.
 13. Make available for inspection to representatives of the State agency, it's representatives or the USDA during normal business hours or at other reasonable times the USDA Foods in storage and the facilities or warehouse used in the handling and storage of these foods;
 14. conduct program outreach activities and maintain a waiting list of unserved clients that exceed the slots allocated to the Contractor of Attachment C according to the requirements of 7 CFR 247.11; and,
 15. pursue claims in excess of \$100 against participants determined to have improperly received commodities to recover the cost of the commodities received or improperly used according to 7 CFR 247.30 (c).
 16. require all sub-agency contractors to comply with regulations found at 7 CFR 16 related to equal opportunity for faith-based organizations that operate USDA programs, and religious protections for USDA program beneficiaries.
 17. comply with all requirements relating to food safety and food recalls.
- C. Time is of the essence under this contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
- D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified, and credentialed as required by law.

- E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this contract.

REPORTS

- A. The Contractor agrees to collect data, complete and submit all reports and documents as requested by the Department and in accordance with the guidelines and specifications established by the CFR and state plan.
- B. The Contractor shall submit:
1. The FNS-153, Monthly Report of the Commodity Supplemental Food Program ***on or before the 15th of the month, following the monthly period covered by the report.*** THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT;
 2. a Department invoice at least monthly claiming reimbursement for the number of participants served during the invoice period by month with supporting documentation;
 3. the FNS-191 Racial/Ethnic Report annually based on the April participation by June 15th; and
 4. a final invoice consisting of the report indicated in number 1 of this Part and any unexpended funds, is due no later than October 31, 2025.

ATTACHMENT B

INCOME GUIDELINE

FFY 2025 Initial Exhibit B						
2025 Commodity Supplemental Food Program (CSFP)						
ELDERLY INCOME GUIDELINES						
130% OF POVERTY LEVEL OR LESS						
Guidelines Effective February 6, 2024						
130% OF POVERTY INDEX						
HOUSEHOLD SIZE	FEDERAL POVERTY 2024 GUIDELINES ANNUAL	CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY				
		ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY
1	\$15,060	\$19,578	\$1,632	\$816	\$753	\$377
2	\$20,440	\$26,572	\$2,215	\$1,108	\$1,022	\$511
3	\$25,820	\$33,566	\$2,798	\$1,399	\$1,291	\$646
4	\$31,200	\$40,560	\$3,380	\$1,690	\$1,560	\$780
5	\$36,580	\$47,554	\$3,963	\$1,982	\$1,829	\$915
6	\$41,960	\$54,548	\$4,546	\$2,273	\$2,098	\$1,049
7	\$47,340	\$61,542	\$5,129	\$2,565	\$2,367	\$1,184
8	\$52,720	\$68,536	\$5,712	\$2,856	\$2,636	\$1,318
For each add'l family member, add.....	\$5,380	\$6,994	\$583	\$292	\$269	\$135
Based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #89 FR 2961, pages 2961-2963 Document #2024-00796						

ATTACHMENT C

CASELOAD ASSIGNMENTS
Federal Fiscal Year 2025, 10/1/2024 to 9/30/2025

- This table represents the monthly and total annual caseload assignments for FY25.
- The reimbursement rate starting 10/1/2024 will be \$4.30 per case. This rate may fluctuate and will be updated with the reassessed caseloads and provided through an award letter as referenced in Section 3: Considerations and Payments (B).
- The current column for 1/1/25-9/30/25 is an estimate. Adjusted caseloads will be assigned beginning January 1, 2025.
- Local agencies may not exceed their total annual caseload assignment.
- Caseloads may be reassessed MONTH-BY-MONTH, any new caseload assignments will be provided through an award letter throughout the remainder of FFY 2025 as referenced in Section 3: Considerations and Payments (B).

<i>Updated 7/1/2024</i>		Caseloads	
AGENCY NAME	10/1/24 to 12/31/24	<u>Estimated</u> 1/1/25 to 9/30/25	Total Annual Caseload
AREA V AGENCY ON AGING - BUTTE	297	297	3564
DISTRICT 9 HRDC-GVFB – BOZEMAN	236	236	2832
N. CENTRAL AOA – CONRAD	201	201	2412
HILL COUNTY AOA - HAVRE	90	90	1080
ACTION FOR E. MONTANA - GLENDIVE	336	336	4032
ST. VINCENT DE PAUL - GREAT FALLS	336	336	4032
ROCKY MOUNTAIN DEV COUNCIL - HELENA	393	393	4716
FLATHEAD FOOD BANK - KALISPELL	300	300	3600
MISSOULA FOOD BANK - MISSOULA	463	463	5556
AREA VI AOA - POLSON	723	723	8676
AREA II AOA – ROUNDUP	562	562	6744
FAMILY SERVICES-BILLINGS	304	304	3648
RAVALLI COUNTY COA - HAMILTON	180	180	2160
CASELOAD TOTALS	4421	4421	53,052

FEDERAL REGULATIONS 7 CFR 247.21: The state agency is assigned a base caseload for each caseload cycle. The base caseload is determined by the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year.

Caseload means the number of persons the State agency may serve on an average monthly basis over the course of the caseload cycle.

Caseload cycle means the period from January 1 through the following December 31.

Final caseload assignments are issued within 30 days after enactment of appropriations legislation covering the full fiscal year.

ATTACHMENT D
FFY2025
CSFP CONTRACTORS' REMOTE LOCATIONS

Agencies are contracted by the state to provide CSFP services in their areas. Currently there are 12 Local Agency Contracts renewed annually.

GALLATIN VALLEY FOOD BANK - Area IX HRDC

602 BOND
BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belgrade – Issuance – Mobile Delivery – 586-7600
Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600
Bozeman – Issuance - Bozeman Sr. Center – 807 N. Tracy – 586-2421
Clyde Park – Issuance – Livingston Food Pantry - 222-5335
Emigrant – Issuance – Livingston Food Pantry – 222-5335
Ennis – Issuance – Mobile Delivery – 586-7600
Gallatin Gateway – Issuance – Mobile Delivery – 586-7600
Gardiner – Issuance – Gardiner Food Pantry – 222-5335
Harrison-Issuance – Mobile Delivery – 586-7600
Livingston – Issuance – Livingston Food Pantry – 222-5335
Manhattan – Issuance – Mobile Delivery – 586-7600
Pony – Issuance – Mobile Delivery – 586-7600
Pray – Issuance – Mobile Delivery – 586-7600
Three Forks – Issuance – Mobile Delivery – 586-7600
West Yellowstone – Issuance – Gallatin Valley Food Bank
Wilsall – Issuance – Mobile Delivery – 222-5335
Willow Creek – Issuance – Mobile Delivery – 586-7600
COUNTIES SERVED: Gallatin, Madison and Park

FAMILY SERVICES

3927 1ST AVE SOUTH
BILLINGS, MT 59101

COMMUNITIES AND SURROUNDING AREAS SERVED:

Ballantine – Mobile Delivery – (406) 259-2269
Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 –(406) 259-2269
Lewistown – Mobile Delivery –(406) 259-2269
Worden – Mobile Delivery –(406) 259-2269
COUNTIES SERVED: Fergus and Yellowstone

AREA V AGENCY ON AGING

1015 SOUTH MONTANA STREET
BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:

Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504
Butte – Certification and Issuance – 1015 S Montana – 782-5555

Deer Lodge – Certification and Issuance – Courthouse – 846-9789
Dillon – Certification and Issuance – Mobile Delivery – 865-0749
Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903
COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2
CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Sandy – Issuance - Sr Center – 378-2405
Browning – Certification and Issuance – Food Bank – 338-7340
Chester – Issuance – PO Box 13 – 759-5244
Choteau – Issuance – Mobile Delivery – 476-3424
Conrad – Certification and Issuance – 311 S. Virginia – 271-7553
Cut Bank – Issuance – 715 E Main – 873-2961
Dupuyer – Issuance – Mobile Delivery – 279-3527
Dutton – Issuance – Sr Center – 476-3227
Fairfield – Issuance – Mobile Delivery – 476-3424
Fort Benton – Issuance – 1408 Front Street – 622-3601
Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417
Havre – Area X Agency on Aging – 2 2nd St West – 265-5464
Heart Butte – Certification and Issuance – Sr Center – 338-2222
Kevin – Issuance – Mobile Delivery
Power – Issuance – Mobile Delivery – 476-3424
Shelby – Issuance – 739 N Benton – 434-2992
Sunburst – Issuance – Mobile Delivery
Valier – Issuance – Mobile Delivery – 279-3527
COUNTIES SERVED: Blaine, Choteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309
2030 NO MERRILL
GLEN DIVE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:

Baker – Certification and Issuance – PO Box 1025 – 778-3595
Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646 (Manor), Delivery – 119 N. Park Avenue
Circle – PO Box 442, 485-2418
Ekalaka – Certification and Issuance – PO Box 504 – 775-8751
Forsyth – Certification and Issuance – PO Box 1256 – 346-2878
Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500
Glendive – Certification and Issuance – PO Box 1309/2030 N Merrill Ave – 377-3564
Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886
Jordan – Certification and Issuance – PO Box 364 - 852-4588
Malta – Certification and Issuance – PO Box 1267 – 654-1235
Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482
Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412
Sidney – Certification and Issuance – 2190 W. Holly Street ,433-3701
Terry – Certification and Issuance – PO Box 873 - 635-5364

Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645

Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221

COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

ST. VINCENT de PAUL

426 CENTRAL AVENUE WEST

GREAT FALLS, MT 59404

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belt – Issuance – Mobile Delivery – 761-0111

Cascade – Issuance – Mobile Delivery – 761-0111

Centerville – Issuance – Mobile Delivery – 761-0111

Great Falls – Certification and Issuance and Mobile Delivery – 761-0111

Fort Shaw – Issuance – Mobile Delivery – 761-0111

Monarch – Issuance – Mobile Delivery – 761-0111

Neihart – Issuance – Mobile Delivery – 761-0111

Ulm – Issuance – Mobile delivery – 761-0111

Vaughn – Issuance – Mobile Delivery – 761-0111

COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING

310 OLD CORVALLIS RD

HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:

Corvallis - Mobile and Home Delivery & Certification - 363-5690

Darby - Mobile and Home Delivery & Certification - 363-5690

Florence – Home Delivery & Certification - 363-5690

Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690

Stevensville - Mobile and Home Delivery & Certification - 363-5690

Sula – Mobile and Home Delivery & Certification - 363-5690

Victor - Mobile and Home Delivery & Certification - 363-5690

COUNTY SERVED: Ravalli

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA

201 SO LAST CHANCE GULCH

HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:

Augusta – Issuance – 134 Main St – 562-3623

Avon-@ Avon Post Office

Boulder – Issuance –201 Main St. – 225-3656

Elliston-@ Post Office

East Helena – Issuance @ Methodist Church – 50 Prickly Pear Ave.

Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance – Helena Food Share – 1616 Lewis – 443-3663

Lincoln – Issuance – Main St – 362-4504

Townsend – Issuance – 516 2nd St – 266-3995

White Sulphur Springs – Issuance – Mobile Delivery – 547-3651

Whitehall – Issuance - 3 No. Division – 287-5336

Wolf Creek – Issuance – Wolf Creek School – no phone

COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK

1203 HIGHWAY 2 WEST – SUITE 2

KALISPELL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:

Kalispell – Certification - Issuance - Mobile Delivery – 752-3663

Big Fork – Issuance – Mobile Delivery

Columbia Falls – Issuance – Mobile Delivery

Coram – Issuance – Mobile Delivery

Hungry Horse – Issuance – Mobile Delivery

Lakeside – Issuance – Mobile Delivery

Marion – Issuance – Mobile Delivery

Martin City – Issuance – Mobile Delivery

Whitefish – Issuance – Mobile Delivery

COUNTY SERVED: Flathead

MISSOULA FOOD BANK

1720 WYOMING ST

MISSOULA, MT 59801

COMMUNITIES AND SURROUNDING AREAS SERVED:

Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543

Arlee – Issuance – Pick-up Only – 549-0543

Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543

Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543

Drummond – Issuance – Pick-up Only – 549-0543

East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543

Florence – Issuance – Pick-up Only – 549-0543

Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543

Huson – Issuance – Pick-up & Mobile Delivery – 549-0543

Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543

Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543

Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543

Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543

Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543

COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING

110 MAIN STREET – SUITE 5

POLSON, MT 59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:

Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343

Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery

Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery

Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery

Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery

Lake County COA - Certification – 528 Main St – Ronan – 676-2367

Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367
St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367
Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367
Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367
Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367
Polson Senior Center - Both pickup and Mobile Delivery – 883-4735
Elmo – Mobile Delivery – 676-2367
Mineral County – St. Regis Community Center – 678-4240
St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop –
649-2637 - Both pickup and Mobile Delivery
Superior – Mobile Delivery out of St. Regis – 649-2637
Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery
Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139
Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery
Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both
pickup and Mobile Delivery
Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and Mobile
Delivery
COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING

PO BOX 127
1502 4TH ST WEST
ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 – 932-
4587 – Sweet Grass County service area
Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-3462
– Big Horn County service area
Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569
Wheatland County service area
Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 –
962-3800 – Carbon and Stillwater Counties
Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 -
477-8707 – N. Cheyenne Reservation service area
Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St, Roundup
59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County service area
COUNTIES SERVED: Bighorn, Carbon, Golden Valley, Judith Basin, Musselshell, Petroleum,
Stillwater, Sweet Grass, and Wheatland.

ATTACHMENT E

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 Work Place. 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.fsrs.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: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
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. Contractor 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. Contractor/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 telephone (currently 866-606-8220) or the internet (currently at 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);
 - (7) 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
 - (8) 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 F

Rev. 8/1/2024

INSURANCE REQUIREMENTS

I. General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connections with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

II. Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

III. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as a certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor's must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

IV. Insurance Requirements.

Specific Requirements for Compliance With Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are

State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability:

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right do subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver or subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor's insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insured for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

Specific Requirements for Automobile Liability:

Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Specific Requirements for Professional Liability: Not Applicable to this Contract

Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$ 1,000,000 per occurrence and \$ 2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside of the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

ATTACHMENT G**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**, North Central Area Agency on Aging, 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

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](http://www.hhs.gov/hipaa)
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: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be

denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Will additionally comply with: (a) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (b) 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; (c) §§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; (d) 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; (e) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (f) 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.

CONTRACTOR

Signed by:
BY: Susan Bender Executive Director
E2AD27E3EF1619E...
Authorized Signer

Date: 1/8/2025

DISCLOSURE OF LOBBYING ACTIVITIES**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

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

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

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

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

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

ATTACHMENT H**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 >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number		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		Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	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		Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1		Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2		
FFATA-1-04-C	City		
FFATA-1-04-D	State		
FFATA-1-04-E	Zip+4		

FFATA-1-04-F	Congressional District		01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number		If not known, DPHHS will complete.
FFATA-1-06	Total Contract		Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	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		Provide City of primary performance.
FFATA-1-08-B	Primary Performance County		Provide County of primary performance.
FFATA-1-08-C	Primary Performance State		Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4		Provide Zip of primary performance.
FFATA-1-08-E	Congressional District		Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency		If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action		

**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:
DPHHS CONTRACT #:
UEI #:
SUBMITTED BY:
INSERT DATE:
Is Subrecipient (Contractor) Exempt?

	Name	Total Compensation	Title
1.			
2.			
3.			
4.			
5.			

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

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

CONTRACTOR

Signed by:

BY: Susan Bender

Executive Director

Authorized Signer

Date: 1/8/2025

**CONTRACT FOR
COMMODITY SUPPLEMENTAL FOOD PROGRAM
CONTRACT HHS-HCSD-00001065
DPHHS 25027210120**

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202925, Helena, MT, 59601, Phone Number (406) 444-0640, and Fax Number (406) 444-2547, and Ravalli County Council on Aging, Inc., ("Contractor") whose contact information is as follows: Federal Tax ID 81-0398791, UEI Number DHLMLQJLGGP7, 310 Old Corvallis Road, Hamilton, MT, 59840, Phone Number (406) 363-5690, and Fax Number (406) 363-0401; respectively (collectively, the "Parties").

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties to establish and operate the United States Department of Agriculture, Food and Nutrition Services, Commodity Supplemental Food Program (hereinafter referred to as the "USDA", "FNS", "CSFP") and to provide supplemental foods and nutrition education to eligible persons through state or local agencies, (the "Services"), as more particularly described in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Income Guidelines
 - 4. Attachment C: Caseload Assignments
 - 5. Attachment D: CSFP Contractors Remote Locations
 - 6. Attachment E: Federal and State Law Requirements
 - 7. Attachment F: Insurance Requirements
 - 8. Attachment G: Assurances
 - 9. Attachment H: FFATA

SECTION 2. TERM OF CONTRACT

The term of this Contract is from October 01, 2024 through September 30, 2025 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This Contract, including any renewals, may not exceed a total of 7 years.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor a total of \$2,112 for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

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

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

The Department will reimburse an amount identified in Attachment C per eligible client household served per month not to exceed the assigned annual caseload listed in Attachment C of this agreement 000 under FFY25 and not to exceed a total contract amount of \$2,112 through September 30, 2025. The Department will issue a formal Award Letter indicating the caseload assignment to the agency, and the reimbursement amount. Caseloads may fluctuate between agencies depending on the current need of the clients within the service area.

1. Payment to the Contractor shall be made to:

Ravalli County Council on Aging
310 Old Corvallis Road
Hamilton, Montana 59840

2. The Contractor must request reimbursement for actual allowable expenditures incurred on an invoice form provided by the Department by the 10th of the month following the month in which the Contractor made the expenditure. An accounting system generated report itemizing all services and expenses for reimbursement, must accompany each invoice and must support the amount request on the invoice. The Department shall issue payment to the Contractor within 30 days following receipt of an invoice from the Contractor for all verified expenditures. Reimbursement of expenditures may be delayed for failure to provide complete and accurate documentation as requested by the Department; and

3. No additional costs will be paid under the contract as reimbursement is based solely on the number of clients served.

C. Adjustments to Consideration

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

D. Sources of Funding

The sources of the funding for this Contract are 100% from a grant from USDA, CFDA Number 10.565.

E. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the

Department if it determines a payment may be erroneous or improper, and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 4. PREVAILING WAGE REQUIREMENTS, RESERVED

SECTION 5. COST ADJUSTMENTS

Cost Increase by Mutual Agreement. After the Contract's initial term and if the Department agrees to a renewal, the parties may agree upon a cost increase. The Department is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

SECTION 6. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The Department's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, The Department may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 7. CREATION AND RETENTION OF RECORDS

A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.

- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 8. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

- E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.

- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 10. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 11. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 12. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment F, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 13. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 14. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment E to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment G and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. The following information may be required pursuant to 2 CFR 200:
 - 1. Recipient Name: Ravalli County Council on Aging, Inc.
 - 2. Recipient Unique Entity Identifier: DHLMLQJLGGP7
 - 3. Unique Federal Award Identification Number (FAIN): 253MT815Y8005
 - 4. Federal Award Date: October 2, 2024
 - 5. Period of Performance Start and End Date: October 1, 2024 through September 30, 2025
 - 6. Budget Period Start and End Date: October 1, 2024 through September 30, 2025
 - 7. Amount of Federal Funds Obligated by this Action: \$2,112
 - 8. Total Amount of Federal Funds Obligated: \$2,112
 - 9. Total Approved Cost Sharing, where applicable: \$0.00
 - 10. Total Amount of the Federal Award including approved Cost Sharing: \$97,803
 - 11. Budget Approved by the Federal Agency:

FNS Mountain Plains Regional Office
 Food and Nutrition Service
 1244 Speer Blvd., Suite 903
 Denver, CO 80204-3585

12. Federal Award Description: Commodity Supplemental Food Program

13. Name

13.1 Federal Awarding Agency: U.S. Department of Agriculture - Food and Nutrition Service

13.2 Pass Through & Contact Information:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

14. Assistance Listings Number and Title – the pass-through entity must identify the dollar amount made available under each federal award and ALN:

10.565-Commodity Supplemental Food Program

15. Identification of whether the Award is R&D: No

16. Indirect Cost Rate for the Federal award: See Section 3.B.3.

- I. 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 30-20-301 MCA.

SECTION 15. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. § 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website.

SECTION 16. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract 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 Contract, shall be delivered to the Department.

SECTION 17.	INTELLECTUAL PROPERTY/OWNERSHIP, RESERVED
SECTION 18.	PATENT AND COPYRIGHT PROTECTION, RESERVED
SECTION 19.	CONTRACT PERFORMANCE SECURITY, RESERVED
SECTION 20.	CONTRACT OVERSIGHT, RESERVED

SECTION 21. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person. Personal Information that can be used to distinguish or trace an individual's identity (PII)
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other 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 to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in

relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 22. PROPRIETARY INFORMATION

- A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 23. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS, RESERVED

SECTION 24. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party 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.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. 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 Contract 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."

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract 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 Contract.
- D. 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 contract monies to describe and promote services provided through this Contract.

SECTION 25. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 26. LIAISON AND SERVICE OF NOTICES

- A. Sara Loewen, or their successor, will be the liaison for the Department. Contact information is as follows:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

Cathy Orr, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Cathy Orr,
310 Old Corvallis Road
Hamilton, MT, 59840
Phone Number (406) 363-5690
Fax Number (406) 363-0401
corr@ravalliccoa.org

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

SECTION 27. IDENTIFICATION/SUBSTITUTION OF PERSONNEL

The personnel identified or described in Contractor's proposal shall perform the services provided for the Department under this Contract. Contractor agrees that any personnel substituted during the term

of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The Department reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. The Department's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. The Department reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

SECTION 28. MEETINGS

- A. **A. Technical or Contractual Problems.** Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.
- B. **Progress Meetings.** During the term of this Contract, the Department's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the Department's progress in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the Department to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- C. **Failure to Notify.** If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.
- D. **The Department's Failure or Delay.** For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such

problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

SECTION 29. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 30. CONTRACT TERMINATION

- A. Subject to Section 30. E. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. Subject to Section 30. E. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. Subject to Section 30. E. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
 - 1. federal or state funding for this Contract becomes unavailable or reduced for any reason;
 - 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.
- E. In accordance with 7 CFR §250.4(c) (4) and 7 CFR §247.4(b)(6) which relate to the termination of agreements:

1. Termination by State agency.
 - a. The State agency may terminate an eligible recipient agency's participation in CSFP or may be required to terminate an eligible recipient agency's participation, in whole or in part, if the eligible recipient agency does not comply with the requirements of this part. The State agency must notify the eligible recipient agency in writing of the termination, the reasons for the action, and the effective date, and must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35. (The local agency may appeal the termination in accordance with 7 CFR §247.35.)
 - b. The State agency may terminate an eligible recipient agency's participation in TEFAP upon 30 days' written notice to the eligible recipient agency.
2. Termination by eligible recipient agency. The eligible recipient agency may terminate the agreement upon written notification to the State agency, stating the reasons and effective date of the action. In accordance with 7 CFR §247.4(b)(6), which relates to the termination of agreements, the eligible recipient agency must provide, at minimum, 30 days' written notice.
3. Termination by mutual agreement. The eligible recipient agency's program may also be terminated, in whole or in part, if both the State and eligible recipient agency agree that the action would be in the best interest of the program. The two parties must agree upon the conditions of the termination, including the effective date.

SECTION 31. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended

by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F.** Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 32: TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract 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 Contract or particular work under this Contract. 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 Contract, 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 Contract rates. If State terminates a project or this Contract 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.

SECTION 33. CHOICE OF LAW, REMEDIES AND VENUE

- A.** This Contract is governed by the laws of the State of Montana.

- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 34. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

SECTION 35. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

A. Contract

This Contract consists of sixteen (16) numbered pages, any Attachments listed in Section 1 as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

C. Amendment

Any amendment or modification must be in a written agreement signed by the parties.

AUTHORITY TO EXECUTE

The Terms and Conditions of Contract Number 25027210120.

The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

Signed by:
BY: Charles T. Brereton Director Date: 1/22/2025
0E98864378A54E3...
Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, HUMAN COMMUNITY SERVICES DIVISION

Approved as to Form:

DocuSigned by:
BY: Alisha Baker Contract Manager & Financial Specialist Date: 1/8/2025
06CEDE0B9F88AA...
Contract Officer

CONTRACTOR

Signed by:
BY: Catherine Orr Executive Director Date: 1/13/2025
9B8AD2A8D99F4E8...
Authorized Signer

ATTACHMENT A

SCOPE OF WORK

This Contract shall govern the distribution of food commodities to eligible households living within the geographic boundaries of the Program Service Area of the "CSFP" Local Agency Contractor in accordance with the USDA approved Montana CSFP State Plan, 7 CFR Part 247 as revised April 15, 2013; 2 CFR 200; and 7 CFR, Part 250, Subchapter B.

SERVICES TO BE PROVIDED

A. The Contractor must provide the following goods or services:

For this contract period, the Contractor is assigned a caseload per month as indicated in Attachment C. The Contractor may not exceed their caseload unless approved in advance by the Department and maximize participation by distributing "unclaimed food packages" to certified waiting list person(s) as stated in Attachment C. At the option of the Department, the Contractor's caseload slots may be increased if slots are available and the Contractor can provide evidence the additional slots will be utilized, or may be decreased if unused or if the total slots to the Department are decreased by USDA; confirmation of any increase or decrease shall be made by the issuance of a new Attachment C-4 by e-mail or facsimile and/or mail, in which case Attachment C-4 will become a part of this contract without a written amendment of the contract signed by the parties. Certification for eligible persons will be in accordance with 7 CFR Part 247.8, Part 247.9, Part 247.15, Part 247.16 and Part 247.17. Note: 2008 Farm Bill removed the priority system for assigning caseloads.

B. The Contractor agrees to:

1. administer the CSFP in accordance with the USDA approved Montana State CSFP Plan, provisions of 7 CFR 247, and with the provision of part 7 CFR 250 of this Chapter unless they are inconsistent with the provisions of 247 as listed in Section 2, above at the certification and distribution sites listed for the Contractor in Attachment D;
2. be responsible and maintain appropriate insurance coverage for any loss resulting from improper distribution, or improper storage, care or handling of commodities;
3. be responsible for any misuse of program funds received under this program
4. maintain and operate a CSFP office, storage and issuance facility(ies) and training of staff and volunteers that includes annual Civil Rights training and documentation;
5. maintain acceptable USDA security and storage standards in accordance with 7 CFR 250.14 for USDA Commodities held in its storage facilities against loss by fire, flood, theft or vandalism;
6. complete and provide to the Department all forms, reports and supporting documentation as requested by the Department;
7. provide to the Department within 30 days of receipt, a copy of the Audit Report from the most recently completed single agency audit which conforms with the requirements set forth in 2 CFR 200.501.

8. provide nutrition education as required in 7 CFR 247.18 and advise participants of the importance of health care;
9. provide written information on at least one occasion to participants or their legal representative(s) on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR 247.14 to include:
 - a. the following programs to each elderly applicant, participant or legal representative:
 - i. the Supplemental Security Income benefits provided under Title XVI of the Social Security Act,
 - ii. the Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
 - iii. the Food Stamp Program.
10. determine client eligibility for services under this contract within 10 days of application; each application to be date stamped upon receipt:
 - a. in accordance with the requirements of Section 8, Limitations and Eligibility;
 - b. take steps to prevent and detect dual participation, as required in 7 CFR 247.19;
 - c. provide notification of eligibility to include information on the time, location, and means of food distribution, and the length of the certification period; or,
 - d. provide written notification of placement on a waiting list for categorically eligible clients when maximum caseload is being utilized by the local agency; or,
 - e. provide written notification of ineligibility within 10 days of application and must include reason for ineligibility, statement of an individual's right to a fair hearing to appeal the decision in accordance with 7 CFR 247.33(a) and a statement that program standards are applied without discrimination by race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
11. notification of discontinuance must be made in writing 15 days before the effective date of the discontinuance according to the following:
 - a. notification must be made when there is evidence that a participant is no longer eligible for CSFP benefits during the certification period; or,
 - b. when there is a lack of resources necessary to continue providing benefits to the participant; and,
 - c. must include the effective date of discontinuance, the reason for the discontinuance, a statement of the individual's right to appeal the discontinuance through the fair hearings process in accordance with 7 CFR 247.33(a) and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or

funded

by

USDA.

12. distribute and use of CSFP commodities in accordance with the FNS approved food package guide rate and in accordance with 7 CFR 247.10 to eligible persons up to but not exceeding the assigned caseload slots as stated in A. of this Section, above; to include;
 - a. order only the amount of food necessary for a full food package distribution for the pre-determined monthly or every two-month cycle by adjusting for physically counted remaining inventory from the previous cycle;
 - b. submit orders to the Department to allow sufficient time for the order to be processed, scheduled and delivered;
 - c. require proper identification be presented by each participant or participant's proxy prior to issuance of the food package;
 - d. for each distribution cycle maintain food package issuance records at a minimum to include cycle month(s)/year, client name, total served and an authorized issuance site signatory;
 - a. no excess inventory be maintained, unless authorized in writing by Department, beyond that of uneven case units and no show/unissued food packages (example: 12 cheese to case, 11 assigned clients = 1 excess unit, 10 picked up and 1 unit no show = 2 units remaining). Any remaining inventory must be accounted for in monthly inventory reports and included in the next distribution cycle.
 13. Make available for inspection to representatives of the State agency, it's representatives or the USDA during normal business hours or at other reasonable times the USDA Foods in storage and the facilities or warehouse used in the handling and storage of these foods;
 14. conduct program outreach activities and maintain a waiting list of unserved clients that exceed the slots allocated to the Contractor of Attachment C according to the requirements of 7 CFR 247.11; and,
 15. pursue claims in excess of \$100 against participants determined to have improperly received commodities to recover the cost of the commodities received or improperly used according to 7 CFR 247.30 (c).
 16. requires all sub-agency contractors to comply with regulations found at 7 CFR 16 related to equal opportunity for faith-based organizations that operate USDA programs, and religious protections for USDA program beneficiaries.
 17. comply with all requirements relating to food safety and food recalls.
- C. Time is of the essence under this contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
- D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified, and credentialed as required by law.

- E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this contract.

REPORTS

- A. The Contractor agrees to collect data, complete and submit all reports and documents as requested by the Department and in accordance with the guidelines and specifications established by the CFR and state plan.
- B. The Contractor shall submit:
1. The FNS-153, Monthly Report of the Commodity Supplemental Food Program ***on or before the 15th of the month, following the monthly period covered by the report.*** THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT;
 2. a Department invoice at least monthly claiming reimbursement for the number of participants served during the invoice period by month with supporting documentation;
 3. the FNS-191 Racial/Ethnic Report annually based on the April participation by June 15th; and
 4. a final invoice consisting of the report indicated in number 1 of this Part and any unexpended funds, is due no later than October 31, 2025.

ATTACHMENT B

INCOME GUIDELINE

FFY 2025 Initial Exhibit B						
2025 Commodity Supplemental Food Program (CSFP)						
ELDERLY INCOME GUIDELINES						
130% OF POVERTY LEVEL OR LESS						
Guidelines Effective February 6, 2024						
130% OF POVERTY INDEX						
HOUSEHOLD SIZE	FEDERAL POVERTY 2024 GUIDELINES ANNUAL	CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY				
		ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY
1	\$15,060	\$19,578	\$1,632	\$816	\$753	\$377
2	\$20,440	\$26,572	\$2,215	\$1,108	\$1,022	\$511
3	\$25,820	\$33,566	\$2,798	\$1,399	\$1,291	\$646
4	\$31,200	\$40,560	\$3,380	\$1,690	\$1,560	\$780
5	\$36,580	\$47,554	\$3,963	\$1,982	\$1,829	\$915
6	\$41,960	\$54,548	\$4,546	\$2,273	\$2,098	\$1,049
7	\$47,340	\$61,542	\$5,129	\$2,565	\$2,367	\$1,184
8	\$52,720	\$68,536	\$5,712	\$2,856	\$2,636	\$1,318
For each add'l family member, add.....	\$5,380	\$6,994	\$583	\$292	\$269	\$135
Based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #89 FR 2961, pages 2961-2963 Document #2024-00796						

ATTACHMENT C

CASELOAD ASSIGNMENTS
Federal Fiscal Year 2025, 10/1/2024 to 9/30/2025

- This table represents the monthly and total annual caseload assignments for FY25.
- The reimbursement rate starting 10/1/2024 will be \$4.30 per case. This rate may fluctuate and will be updated with the reassessed caseloads and provided through an award letter as referenced in Section 3: Considerations and Payments (B).
- The current column for 1/1/25-9/30/25 is an estimate. Adjusted caseloads will be assigned beginning January 1, 2025.
- Local agencies may not exceed their total annual caseload assignment.
- Caseloads may be reassessed MONTH-BY-MONTH, any new caseload assignments will be provided through an award letter throughout the remainder of FFY 2025 as referenced in Section 3: Considerations and Payments (B).

<i>Updated 7/1/2024</i>	Caseloads		
AGENCY NAME	10/1/24 to 12/31/24	<u>Estimated</u> 1/1/25 to 9/30/25	Total Annual Caseload
AREA V AGENCY ON AGING - BUTTE	297	297	3564
DISTRICT 9 HRDC-GVFB – BOZEMAN	236	236	2832
N. CENTRAL AOA – CONRAD	201	201	2412
HILL COUNTY AOA - HAVRE	90	90	1080
ACTION FOR E. MONTANA - GLENDIVE	336	336	4032
ST. VINCENT DE PAUL - GREAT FALLS	336	336	4032
ROCKY MOUNTAIN DEV COUNCIL - HELENA	393	393	4716
FLATHEAD FOOD BANK - KALISPELL	300	300	3600
MISSOULA FOOD BANK - MISSOULA	463	463	5556
AREA VI AOA - POLSON	723	723	8676
AREA II AOA – ROUNDUP	562	562	6744
FAMILY SERVICES-BILLINGS	304	304	3648
RAVALLI COUNTY COA - HAMILTON	180	180	2160
CASELOAD TOTALS	4421	4421	53,052

FEDERAL REGULATIONS 7 CFR 247.21: The state agency is assigned a base caseload for each caseload cycle. The base caseload is determined by the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year.

Caseload means the number of persons the State agency may serve on an average monthly basis over the course of the caseload cycle.

Caseload cycle means the period from January 1 through the following December 31.

Final caseload assignments are issued within 30 days after enactment of
appropriations legislation covering the full fiscal year.

ATTACHMENT D
FFY2025
CSFP CONTRACTORS' REMOTE LOCATIONS

Agencies are contracted by the state to provide CSFP services in their areas. Currently there are 12 Local Agency Contracts renewed annually.

GALLATIN VALLEY FOOD BANK - Area IX HRDC

602 BOND
BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belgrade – Issuance – Mobile Delivery – 586-7600
Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600
Bozeman – Issuance - Bozeman Sr. Center – 807 N. Tracy – 586-2421
Clyde Park – Issuance – Livingston Food Pantry - 222-5335
Emigrant – Issuance – Livingston Food Pantry – 222-5335
Ennis – Issuance – Mobile Delivery – 586-7600
Gallatin Gateway – Issuance – Mobile Delivery – 586-7600
Gardiner – Issuance – Gardiner Food Pantry – 222-5335
Harrison-Issuance – Mobile Delivery – 586-7600
Livingston – Issuance – Livingston Food Pantry – 222-5335
Manhattan – Issuance – Mobile Delivery – 586-7600
Pony – Issuance – Mobile Delivery – 586-7600
Pray – Issuance – Mobile Delivery – 586-7600
Three Forks – Issuance – Mobile Delivery – 586-7600
West Yellowstone – Issuance – Gallatin Valley Food Bank
Wilsall – Issuance – Mobile Delivery – 222-5335
Willow Creek – Issuance – Mobile Delivery – 586-7600
COUNTIES SERVED: Gallatin, Madison and Park

FAMILY SERVICES

3927 1ST AVE SOUTH
BILLINGS, MT 59101

COMMUNITIES AND SURROUNDING AREAS SERVED:

Ballantine – Mobile Delivery – (406) 259-2269
Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 –(406) 259-2269
Lewistown – Mobile Delivery –(406) 259-2269
Worden – Mobile Delivery –(406) 259-2269
COUNTIES SERVED: Fergus and Yellowstone

AREA V AGENCY ON AGING

1015 SOUTH MONTANA STREET
BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:

Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504
Butte – Certification and Issuance – 1015 S Montana – 782-5555

Deer Lodge – Certification and Issuance – Courthouse – 846-9789
Dillon – Certification and Issuance – Mobile Delivery – 865-0749
Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903
COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2
CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Sandy – Issuance - Sr Center – 378-2405
Browning – Certification and Issuance – Food Bank – 338-7340
Chester – Issuance – PO Box 13 – 759-5244
Choteau – Issuance – Mobile Delivery – 476-3424
Conrad – Certification and Issuance – 311 S. Virginia – 271-7553
Cut Bank – Issuance – 715 E Main – 873-2961
Dupuyer – Issuance – Mobile Delivery – 279-3527
Dutton – Issuance – Sr Center – 476-3227
Fairfield – Issuance – Mobile Delivery – 476-3424
Fort Benton – Issuance – 1408 Front Street – 622-3601
Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417
Havre – Area X Agency on Aging – 2 2nd St West – 265-5464
Heart Butte – Certification and Issuance – Sr Center – 338-2222
Kevin – Issuance – Mobile Delivery
Power – Issuance – Mobile Delivery – 476-3424
Shelby – Issuance – 739 N Benton – 434-2992
Sunburst – Issuance – Mobile Delivery
Valier – Issuance – Mobile Delivery – 279-3527
COUNTIES SERVED: Blaine, Choteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309
2030 NO MERRILL
GLEN DIVE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:

Baker – Certification and Issuance – PO Box 1025 – 778-3595
Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646 (Manor), Delivery – 119 N. Park Avenue
Circle – PO Box 442, 485-2418
Ekalaka – Certification and Issuance – PO Box 504 – 775-8751
Forsyth – Certification and Issuance – PO Box 1256 – 346-2878
Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500
Glendive – Certification and Issuance – PO Box 1309/2030 N Merrill Ave – 377-3564
Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886
Jordan – Certification and Issuance – PO Box 364 - 852-4588
Malta – Certification and Issuance – PO Box 1267 – 654-1235
Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482
Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412
Sidney – Certification and Issuance – 2190 W. Holly Street ,433-3701
Terry – Certification and Issuance – PO Box 873 - 635-5364

Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645

Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221

COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

ST. VINCENT de PAUL

426 CENTRAL AVENUE WEST

GREAT FALLS, MT 59404

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belt – Issuance – Mobile Delivery – 761-0111

Cascade – Issuance – Mobile Delivery – 761-0111

Centerville – Issuance – Mobile Delivery – 761-0111

Great Falls – Certification and Issuance and Mobile Delivery – 761-0111

Fort Shaw – Issuance – Mobile Delivery – 761-0111

Monarch – Issuance – Mobile Delivery – 761-0111

Neihart – Issuance – Mobile Delivery – 761-0111

Ulm – Issuance – Mobile delivery – 761-0111

Vaughn – Issuance – Mobile Delivery – 761-0111

COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING

310 OLD CORVALLIS RD

HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:

Corvallis - Mobile and Home Delivery & Certification - 363-5690

Darby - Mobile and Home Delivery & Certification - 363-5690

Florence – Home Delivery & Certification - 363-5690

Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690

Stevensville - Mobile and Home Delivery & Certification - 363-5690

Sula – Mobile and Home Delivery & Certification - 363-5690

Victor - Mobile and Home Delivery & Certification - 363-5690

COUNTY SERVED: Ravalli

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA

201 SO LAST CHANCE GULCH

HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:

Augusta – Issuance – 134 Main St – 562-3623

Avon-@ Avon Post Office

Boulder – Issuance –201 Main St. – 225-3656

Elliston-@ Post Office

East Helena – Issuance @ Methodist Church – 50 Prickly Pear Ave.

Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance – Helena Food Share –

1616 Lewis – 443-3663

Lincoln – Issuance – Main St – 362-4504

Townsend – Issuance – 516 2nd St – 266-3995

White Sulphur Springs – Issuance – Mobile Delivery – 547-3651

Whitehall – Issuance - 3 No. Division – 287-5336

Wolf Creek – Issuance – Wolf Creek School – no phone

COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK

1203 HIGHWAY 2 WEST – SUITE 2

KALISPELL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:

Kalispell – Certification - Issuance - Mobile Delivery – 752-3663

Big Fork – Issuance – Mobile Delivery

Columbia Falls – Issuance – Mobile Delivery

Coram – Issuance – Mobile Delivery

Hungry Horse – Issuance – Mobile Delivery

Lakeside – Issuance – Mobile Delivery

Marion – Issuance – Mobile Delivery

Martin City – Issuance – Mobile Delivery

Whitefish – Issuance – Mobile Delivery

COUNTY SERVED: Flathead

MISSOULA FOOD BANK

1720 WYOMING ST

MISSOULA, MT 59801

COMMUNITIES AND SURROUNDING AREAS SERVED:

Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543

Arlee – Issuance – Pick-up Only – 549-0543

Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543

Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543

Drummond – Issuance – Pick-up Only – 549-0543

East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543

Florence – Issuance – Pick-up Only – 549-0543

Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543

Huson – Issuance – Pick-up & Mobile Delivery – 549-0543

Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543

Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543

Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543

Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543

Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543

COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING

110 MAIN STREET – SUITE 5

POLSON, MT 59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:

Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343

Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery

Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery

Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery

Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery

Lake County COA - Certification – 528 Main St – Ronan – 676-2367

Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367
St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367
Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367
Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367
Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367
Polson Senior Center - Both pickup and Mobile Delivery – 883-4735
Elmo – Mobile Delivery – 676-2367
Mineral County – St. Regis Community Center – 678-4240
St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop –
649-2637 - Both pickup and Mobile Delivery
Superior – Mobile Delivery out of St. Regis – 649-2637
Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery
Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139
Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery
Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both
pickup and Mobile Delivery
Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and Mobile
Delivery
COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING

PO BOX 127
1502 4TH ST WEST
ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 –
932-4587 – Sweet Grass County service area
Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-
3462 – Big Horn County service area
Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569
Wheatland County service area
Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 –
962-3800 – Carbon and Stillwater Counties
Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 -
477-8707 – N. Cheyenne Reservation service area
Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St, Roundup
59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County service area
COUNTIES SERVED: Bighorn, Carbon, Golden Valley, Judith Basin, Musselshell, Petroleum,
Stillwater, Sweet Grass, and Wheatland.

ATTACHMENT E

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 Work Place. 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.fsrs.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: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
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. Contractor 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. Contractor/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 telephone (currently 866-606-8220) or the internet (currently at 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);
 - (7) 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
 - (8) 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 F

Rev. 8/1/2024

INSURANCE REQUIREMENTS

I. General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connections with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

II. Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

III. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as a certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor's must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

IV. Insurance Requirements.

Specific Requirements for Compliance With Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are

State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability:

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right do subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver or subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor’s insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insured for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

Specific Requirements for Automobile Liability:

Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Specific Requirements for Professional Liability: Not Applicable to this Contract

Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$ 1,000,000 per occurrence and \$ 2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if “occurrence” coverage is unavailable or cost prohibitive, Contractor may provide “claims made” coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside of the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

ATTACHMENT G**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**, Ravalli County, 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

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](http://www.hhs.gov/hipaa)
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: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be

denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Will additionally comply with: (a) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (b) 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; (c) §§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; (d) 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; (e) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (f) 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.

CONTRACTOR

Signed by:
BY: Catherine Orr Executive Director
956AD2A8D99F4E8
Authorized Signer

Date: 1/13/2025

DISCLOSURE OF LOBBYING ACTIVITIES**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

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

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

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

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

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

ATTACHMENT H**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 >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number		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		Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	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		Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1		Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2		
FFATA-1-04-C	City		
FFATA-1-04-D	State		
FFATA-1-04-E	Zip+4		

FFATA-1-04-F	Congressional District		01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number		If not known, DPHHS will complete.
FFATA-1-06	Total Contract		Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	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		Provide City of primary performance.
FFATA-1-08-B	Primary Performance County		Provide County of primary performance.
FFATA-1-08-C	Primary Performance State		Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4		Provide Zip of primary performance.
FFATA-1-08-E	Congressional District		Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency		If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action		

**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:
DPHHS CONTRACT #:
UEI #:
SUBMITTED BY:
INSERT DATE:
Is Subrecipient (Contractor) Exempt?

	Name	Total Compensation	Title
1.			
2.			
3.			
4.			
5.			

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

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

CONTRACTOR

Signed by:

BY: Catherine Orr

936AD2A8D99F4E8

Executive Director

Authorized Signer

Date: 1/13/2025

**CONTRACT FOR
COMMODITY SUPPLEMENTAL FOOD PROGRAM
CONTRACT HHS-HCSD-00001060
DPHHS 25027210070**

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202925, Helena, MT, 59601, Phone Number (406) 444-0640, and Fax Number (406) 444-2547, and Rocky Mountain Development Council, Inc., ("Contractor") whose contact information is as follows: Federal Tax ID 81-0296458, UEI Number WH8RKE4MXBM5, 200 South Cruse, P.O. Box 1717, Helena, MT, 59624-1717, Phone Number (406) 447-1680, and Fax Number (406) 447-1629; respectively (collectively, the "Parties").

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties to establish and operate the United States Department of Agriculture, Food and Nutrition Services, Commodity Supplemental Food Program (hereinafter referred to as the "USDA", "FNS", "CSFP") and to provide supplemental foods and nutrition education to eligible persons through state or local agencies, (the "Services"), as more particularly described in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Income Guidelines
 - 4. Attachment C: Caseload Assignments
 - 5. Attachment D: CSFP Contractors Remote Locations
 - 6. Attachment E: Federal and State Law Requirements
 - 7. Attachment F: Insurance Requirements
 - 8. Attachment G: Assurances
 - 9. Attachment H: FFATA

SECTION 2. TERM OF CONTRACT

The term of this Contract is from October 01, 2024 through September 30, 2025 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This Contract, including any renewals, may not exceed a total of 7 years.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor a total of \$4,611 for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

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

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

The Department will reimburse an amount identified in Attachment C per eligible client household served per month not to exceed the assigned annual caseload listed in Attachment C of this agreement 000 under FFY25 and not to exceed a total contract amount of \$4,611 through September 30, 2025. The Department will issue a formal Award Letter indicating the caseload assignment to the agency, and the reimbursement amount. Caseloads may fluctuate between agencies depending on the current need of the clients within the service area.

1. Payment to the Contractor shall be made to:

Rocky Mountain Development Council, Inc.
P.O. Box 1717
Helena, Montana 59624-1717

2. The Contractor must request reimbursement for actual allowable expenditures incurred on an invoice form provided by the Department by the 10th of the month following the month in which the Contractor made the expenditure. An accounting system generated report itemizing all services and expenses for reimbursement, must accompany each invoice and must support the amount request on the invoice. The Department shall issue payment to the Contractor within 30 days following receipt of an invoice from the Contractor for all verified expenditures. Reimbursement of expenditures may be delayed for failure to provide complete and accurate documentation as requested by the Department; and

3. No additional costs will be paid under the contract as reimbursement is based solely on the number of clients served.

C. Adjustments to Consideration

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

D. Sources of Funding

The sources of the funding for this Contract are 100% from a grant from USDA, CFDA Number 10.565.

E. Erroneous and Improper Payments

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

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 4. PREVAILING WAGE REQUIREMENTS, RESERVED

SECTION 5. COST ADJUSTMENTS

Cost Increase by Mutual Agreement. After the Contract's initial term and if the Department agrees to a renewal, the parties may agree upon a cost increase. The Department is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

SECTION 6. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The Department's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, The Department may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 7. CREATION AND RETENTION OF RECORDS

A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.

- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 8. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

- E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.

- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 10. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 11. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 12. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment F, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 13. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 14. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment E to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment G and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. The following information may be required pursuant to 2 CFR 200:
 - 1. Recipient Name: Rocky Mountain Development Council, Inc.
 - 2. Recipient Unique Entity Identifier: WH8RKE4MXBM5
 - 3. Unique Federal Award Identification Number (FAIN): 253MT815Y8005
 - 4. Federal Award Date: October 2, 2024
 - 5. Period of Performance Start and End Date: October 1, 2024 through September 30, 2025
 - 6. Budget Period Start and End Date: October 1, 2024 through September 30, 2025
 - 7. Amount of Federal Funds Obligated by this Action: \$4,611
 - 8. Total Amount of Federal Funds Obligated: \$4,611
 - 9. Total Approved Cost Sharing, where applicable: \$0.00
 - 10. Total Amount of the Federal Award including approved Cost Sharing: \$97,803
 - 11. Budget Approved by the Federal Agency:

FNS Mountain Plains Regional Office
 Food and Nutrition Service
 1244 Speer Blvd., Suite 903
 Denver, CO 80204-3585

12. Federal Award Description: Commodity Supplemental Food Program

13. Name

13.1 Federal Awarding Agency: U.S. Department of Agriculture - Food and Nutrition Service

13.2 Pass Through & Contact Information:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

14. Assistance Listings Number and Title – the pass-through entity must identify the dollar amount made available under each federal award and ALN:

10.565-Commodity Supplemental Food Program

15. Identification of whether the Award is R&D: No

16. Indirect Cost Rate for the Federal award: 14%

I. 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 30-20-301 MCA.

SECTION 15. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. § 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website.

SECTION 16. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract 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 Contract, shall be delivered to the Department.

SECTION 17.	INTELLECTUAL PROPERTY/OWNERSHIP, RESERVED
SECTION 18.	PATENT AND COPYRIGHT PROTECTION, RESERVED
SECTION 19.	CONTRACT PERFORMANCE SECURITY, RESERVED
SECTION 20.	CONTRACT OVERSIGHT, RESERVED

SECTION 21. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person. Personal Information that can be used to distinguish or trace an individual's identity (PII)
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other 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 to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

- F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 22. PROPRIETARY INFORMATION

- A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 23. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS, RESERVED

SECTION 24. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party 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.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. 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 Contract 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.”

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract 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 Contract.
- D. 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 contract monies to describe and promote services provided through this Contract.

SECTION 25. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 26. LIAISON AND SERVICE OF NOTICES

- A. Sara Loewen, or their successor, will be the liaison for the Department. Contact information is as follows:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

Lori Ladas, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Lori Ladas,
200 South Cruse
P.O. Box 1717
Helena, MT, 59624-1717 Phone Number (406) 447-1680
Fax Number (406) 447-1629
lladas@rmdc.net

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

SECTION 27.**IDENTIFICATION/SUBSTITUTION OF PERSONNEL**

The personnel identified or described in Contractor's proposal shall perform the services provided for the Department under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The Department reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. The Department's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. The Department reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

SECTION 28.**MEETINGS**

- A. Technical or Contractual Problems. Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.
- B. Progress Meetings. During the term of this Contract, the Department's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the Department's progress in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the Department to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- C. Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.
- D. The Department's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine

if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

SECTION 29. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 30. CONTRACT TERMINATION

- A. Subject to Section 30. E. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. Subject to Section 30. E. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. Subject to Section 30. E. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
 - 1. federal or state funding for this Contract becomes unavailable or reduced for any reason;
 - 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the

Department access to the Contractor's facilities, records and materials to fulfill these requirements.

E In accordance with 7 CFR §250.4(c) (4) and 7 CFR §247.4(b)(6) which relate to the termination of agreements:

1. Termination by State agency.

a. The State agency may terminate an eligible recipient agency's participation in CSFP or may be required to terminate an eligible recipient agency's participation, in whole or in part, if the eligible recipient agency does not comply with the program provisions and requirements. The State agency must notify the eligible recipient agency in writing of the termination, the reasons for the action, and the effective date, and must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.

b. The State agency may terminate an eligible recipient agency's participation in CSFP upon 30 days' written notice to the eligible recipient agency. The State agency must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.

2. Termination by eligible recipient agency. The eligible recipient agency may terminate its participation in the program, in whole or in part, upon written notification to the State agency, stating the reasons and effective date of the action. In accordance with 7 CFR §247.4(b)(6), which relates to the termination of agreements, the eligible recipient agency must provide, at minimum, 30 days' written notice.

3. Termination by mutual agreement. The eligible recipient agency's program may also be terminated, in whole or in part, if both the State and eligible recipient agency agree that the action would be in the best interest of the program. The two parties must agree upon the conditions of the termination, including the effective date.

SECTION 31. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor,

the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F.** Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 32: TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract 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 Contract or particular work under this Contract. 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 Contract, 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 Contract rates. If State terminates a project or this Contract 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.

SECTION 33. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 34. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

SECTION 35. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

- A. Contract

This Contract consists of sixteen (16) numbered pages, any Attachments listed in Section 1 as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

C. Amendment

Any amendment or modification must be in a written agreement signed by the parties.

AUTHORITY TO EXECUTE

The Terms and Conditions of Contract Number 25027210070.

The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

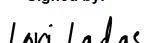
BY: Signed by:
 Director Date: 1/22/2025
0E90064370A54E3...
 Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, HUMAN COMMUNITY SERVICES DIVISION

Approved as to Form:

BY: DocuSigned by:
 Contract Manager & Financial Specialist Date: 1/7/2025
08ECEDE0B9FB4AA...
 Contract Officer

CONTRACTOR

BY: Signed by:
 Executive Director Date: 1/14/2025
C46A067A64B0459...
 Authorized Signer

ATTACHMENT A

SCOPE OF WORK

This Contract shall govern the distribution of food commodities to eligible households living within the geographic boundaries of the Program Service Area of the "CSFP" Local Agency Contractor in accordance with the USDA approved Montana CSFP State Plan, 7 CFR Part 247 as revised April 15, 2013; 2 CFR 200; and 7 CFR, Part 250, Subchapter B.

SERVICES TO BE PROVIDED

A. The Contractor must provide the following goods or services:

For this contract period, the Contractor is assigned a caseload per month as indicated in Attachment C. The Contractor may not exceed their caseload unless approved in advance by the Department and maximize participation by distributing "unclaimed food packages" to certified waiting list person(s) as stated in Attachment C. At the option of the Department, the Contractor's caseload slots may be increased if slots are available and the Contractor can provide evidence the additional slots will be utilized, or may be decreased if unused or if the total slots to the Department are decreased by USDA; confirmation of any increase or decrease shall be made by the issuance of a new Attachment C-4 by e-mail or facsimile and/or mail, in which case Attachment C-4 will become a part of this contract without a written amendment of the contract signed by the parties. Certification for eligible persons will be in accordance with 7 CFR Part 247.8, Part 247.9, Part 247.15, Part 247.16 and Part 247.17. Note: 2008 Farm Bill removed the priority system for assigning caseloads.

B. The Contractor agrees to:

1. administer the CSFP in accordance with the USDA approved Montana State CSFP Plan, provisions of 7 CFR 247, and with the provision of part 7 CFR 250 of this Chapter unless they are inconsistent with the provisions of 247 as listed in Section 2, above at the certification and distribution sites listed for the Contractor in Attachment D;
2. be responsible and maintain appropriate insurance coverage for any loss resulting from improper distribution, or improper storage, care or handling of commodities;
3. be responsible for any misuse of program funds received under this program
4. maintain and operate a CSFP office, storage and issuance facility(ies) and training of staff and volunteers that includes annual Civil Rights training and documentation;
5. maintain acceptable USDA security and storage standards in accordance with 7 CFR 250.14 for USDA Commodities held in its storage facilities against loss by fire, flood, theft or vandalism;
6. complete and provide to the Department all forms, reports and supporting documentation as requested by the Department;
7. provide to the Department within 30 days of receipt, a copy of the Audit Report from the most recently completed single agency audit which conforms with the requirements set forth in 2 CFR 200.501.

8. provide nutrition education as required in 7 CFR 247.18 and advise participants of the importance of health care;
9. provide written information on at least one occasion to participants or their legal representative(s) on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR 247.14 to include:
 - a. the following programs to each elderly applicant, participant or legal representative:
 - i. the Supplemental Security Income benefits provided under Title XVI of the Social Security Act,
 - ii. the Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
 - iii. the Food Stamp Program.
10. determine client eligibility for services under this contract within 10 days of application; each application to be date stamped upon receipt:
 - a. in accordance with the requirements of Section 8, Limitations and Eligibility;
 - b. take steps to prevent and detect dual participation, as required in 7 CFR 247.19;
 - c. provide notification of eligibility to include information on the time, location, and means of food distribution, and the length of the certification period; or,
 - d. provide written notification of placement on a waiting list for categorically eligible clients when maximum caseload is being utilized by the local agency; or,
 - e. provide written notification of ineligibility within 10 days of application and must include reason for ineligibility, statement of an individual's right to a fair hearing to appeal the decision in accordance with 7 CFR 247.33(a) and a statement that program standards are applied without discrimination by race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
11. notification of discontinuance must be made in writing 15 days before the effective date of the discontinuance according to the following:
 - a. notification must be made when there is evidence that a participant is no longer eligible for CSFP benefits during the certification period; or,
 - b. when there is a lack of resources necessary to continue providing benefits to the participant; and,
 - c. must include the effective date of discontinuance, the reason for the discontinuance, a statement of the individual's right to appeal the discontinuance through the fair hearings process in accordance with 7 CFR 247.33(a) and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or

funded

by

USDA.

12. distribute and use of CSFP commodities in accordance with the FNS approved food package guide rate and in accordance with 7 CFR 247.10 to eligible persons up to but not exceeding the assigned caseload slots as stated in A. of this Section, above; to include;
 - a. order only the amount of food necessary for a full food package distribution for the pre-determined monthly or every two-month cycle by adjusting for physically counted remaining inventory from the previous cycle;
 - b. submit orders to the Department to allow sufficient time for the order to be processed, scheduled and delivered;
 - c. require proper identification be presented by each participant or participant's proxy prior to issuance of the food package;
 - d. for each distribution cycle maintain food package issuance records at a minimum to include cycle month(s)/year, client name, total served and an authorized issuance site signatory;
 - a. no excess inventory be maintained, unless authorized in writing by Department, beyond that of uneven case units and no show/unissued food packages (example: 12 cheese to case, 11 assigned clients = 1 excess unit, 10 picked up and 1 unit no show = 2 units remaining). Any remaining inventory must be accounted for in monthly inventory reports and included in the next distribution cycle.
 13. Make available for inspection to representatives of the State agency, it's representatives or the USDA during normal business hours or at other reasonable times the USDA Foods in storage and the facilities or warehouse used in the handling and storage of these foods;
 14. conduct program outreach activities and maintain a waiting list of unserved clients that exceed the slots allocated to the Contractor of Attachment C according to the requirements of 7 CFR 247.11; and,
 15. pursue claims in excess of \$100 against participants determined to have improperly received commodities to recover the cost of the commodities received or improperly used according to 7 CFR 247.30 (c).
 16. require all sub-agency contractors to comply with regulations found at 7 CFR 16 related to equal opportunity for faith-based organizations that operate USDA programs, and religious protections for USDA program beneficiaries.
 17. comply with all requirements relating to food safety and food recalls.
- C. Time is of the essence under this contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
- D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified, and credentialed as required by law.

- E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this contract.

REPORTS

- A. The Contractor agrees to collect data, complete and submit all reports and documents as requested by the Department and in accordance with the guidelines and specifications established by the CFR and state plan.
- B. The Contractor shall submit:
1. The FNS-153, Monthly Report of the Commodity Supplemental Food Program ***on or before the 15th of the month, following the monthly period covered by the report.*** THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT;
 2. a Department invoice at least monthly claiming reimbursement for the number of participants served during the invoice period by month with supporting documentation;
 3. the FNS-191 Racial/Ethnic Report annually based on the April participation by June 15th; and
 4. a final invoice consisting of the report indicated in number 1 of this Part and any unexpended funds, is due no later than October 31, 2025.

ATTACHMENT B

INCOME GUIDELINE

FFY 2025 Initial Exhibit B						
2025 Commodity Supplemental Food Program (CSFP)						
ELDERLY INCOME GUIDELINES						
130% OF POVERTY LEVEL OR LESS						
Guidelines Effective February 6, 2024						
130% OF POVERTY INDEX						
HOUSEHOLD SIZE	FEDERAL POVERTY 2024 GUIDELINES ANNUAL	CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY				
		ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY
1	\$15,060	\$19,578	\$1,632	\$816	\$753	\$377
2	\$20,440	\$26,572	\$2,215	\$1,108	\$1,022	\$511
3	\$25,820	\$33,566	\$2,798	\$1,399	\$1,291	\$646
4	\$31,200	\$40,560	\$3,380	\$1,690	\$1,560	\$780
5	\$36,580	\$47,554	\$3,963	\$1,982	\$1,829	\$915
6	\$41,960	\$54,548	\$4,546	\$2,273	\$2,098	\$1,049
7	\$47,340	\$61,542	\$5,129	\$2,565	\$2,367	\$1,184
8	\$52,720	\$68,536	\$5,712	\$2,856	\$2,636	\$1,318
For each add'l family member, add.....	\$5,380	\$6,994	\$583	\$292	\$269	\$135
Based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #89 FR 2961, pages 2961-2963 Document #2024-00796						

ATTACHMENT C

CASELOAD ASSIGNMENTS
Federal Fiscal Year 2025, 10/1/2024 to 9/30/2025

- This table represents the monthly and total annual caseload assignments for FY25.
- The reimbursement rate starting 10/1/2024 will be \$4.30 per case. This rate may fluctuate and will be updated with the reassessed caseloads and provided through an award letter as referenced in Section 3: Considerations and Payments (B).
- The current column for 1/1/25-9/30/25 is an estimate. Adjusted caseloads will be assigned beginning January 1, 2025.
- Local agencies may not exceed their total annual caseload assignment.
- Caseloads may be reassessed MONTH-BY-MONTH, any new caseload assignments will be provided through an award letter throughout the remainder of FFY 2025 as referenced in Section 3: Considerations and Payments (B).

<i>Updated 7/1/2024</i>	Caseloads		
AGENCY NAME	10/1/24 to 12/31/24	<u>Estimated</u> 1/1/25 to 9/30/25	Total Annual Caseload
AREA V AGENCY ON AGING - BUTTE	297	297	3564
DISTRICT 9 HRDC-GVFB – BOZEMAN	236	236	2832
N. CENTRAL AOA – CONRAD	201	201	2412
HILL COUNTY AOA - HAVRE	90	90	1080
ACTION FOR E. MONTANA - GLENDIVE	336	336	4032
ST. VINCENT DE PAUL - GREAT FALLS	336	336	4032
ROCKY MOUNTAIN DEV COUNCIL - HELENA	393	393	4716
FLATHEAD FOOD BANK - KALISPELL	300	300	3600
MISSOULA FOOD BANK - MISSOULA	463	463	5556
AREA VI AOA - POLSON	723	723	8676
AREA II AOA – ROUNDUP	562	562	6744
FAMILY SERVICES-BILLINGS	304	304	3648
RAVALLI COUNTY COA - HAMILTON	180	180	2160
CASELOAD TOTALS	4421	4421	53,052

FEDERAL REGULATIONS 7 CFR 247.21: The state agency is assigned a base caseload for each caseload cycle. The base caseload is determined by the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year.

Caseload means the number of persons the State agency may serve on an average monthly basis over the course of the caseload cycle.

Caseload cycle means the period from January 1 through the following December 31.

Final caseload assignments are issued within 30 days after enactment of appropriations legislation covering the full fiscal year.

ATTACHMENT D
FFY2025
CSFP CONTRACTORS' REMOTE LOCATIONS

Agencies are contracted by the state to provide CSFP services in their areas. Currently there are 12 Local Agency Contracts renewed annually.

GALLATIN VALLEY FOOD BANK - Area IX HRDC

602 BOND
BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belgrade – Issuance – Mobile Delivery – 586-7600
Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600
Bozeman – Issuance - Bozeman Sr. Center – 807 N. Tracy – 586-2421
Clyde Park – Issuance – Livingston Food Pantry - 222-5335
Emigrant – Issuance – Livingston Food Pantry – 222-5335
Ennis – Issuance – Mobile Delivery – 586-7600
Gallatin Gateway – Issuance – Mobile Delivery – 586-7600
Gardiner – Issuance – Gardiner Food Pantry – 222-5335
Harrison-Issuance – Mobile Delivery – 586-7600
Livingston – Issuance – Livingston Food Pantry – 222-5335
Manhattan – Issuance – Mobile Delivery – 586-7600
Pony – Issuance – Mobile Delivery – 586-7600
Pray – Issuance – Mobile Delivery – 586-7600
Three Forks – Issuance – Mobile Delivery – 586-7600
West Yellowstone – Issuance – Gallatin Valley Food Bank
Wilsall – Issuance – Mobile Delivery – 222-5335
Willow Creek – Issuance – Mobile Delivery – 586-7600
COUNTIES SERVED: Gallatin, Madison and Park

FAMILY SERVICES

3927 1ST AVE SOUTH
BILLINGS, MT 59101

COMMUNITIES AND SURROUNDING AREAS SERVED:

Ballantine – Mobile Delivery – (406) 259-2269
Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 –(406) 259-2269
Lewistown – Mobile Delivery –(406) 259-2269
Worden – Mobile Delivery –(406) 259-2269
COUNTIES SERVED: Fergus and Yellowstone

AREA V AGENCY ON AGING

1015 SOUTH MONTANA STREET
BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:

Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504
Butte – Certification and Issuance – 1015 S Montana – 782-5555

Deer Lodge – Certification and Issuance – Courthouse – 846-9789
Dillon – Certification and Issuance – Mobile Delivery – 865-0749
Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903
COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2
CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Sandy – Issuance - Sr Center – 378-2405
Browning – Certification and Issuance – Food Bank – 338-7340
Chester – Issuance – PO Box 13 – 759-5244
Choteau – Issuance – Mobile Delivery – 476-3424
Conrad – Certification and Issuance – 311 S. Virginia – 271-7553
Cut Bank – Issuance – 715 E Main – 873-2961
Dupuyer – Issuance – Mobile Delivery – 279-3527
Dutton – Issuance – Sr Center – 476-3227
Fairfield – Issuance – Mobile Delivery – 476-3424
Fort Benton – Issuance – 1408 Front Street – 622-3601
Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417
Havre – Area X Agency on Aging – 2 2nd St West – 265-5464
Heart Butte – Certification and Issuance – Sr Center – 338-2222
Kevin – Issuance – Mobile Delivery
Power – Issuance – Mobile Delivery – 476-3424
Shelby – Issuance – 739 N Benton – 434-2992
Sunburst – Issuance – Mobile Delivery
Valier – Issuance – Mobile Delivery – 279-3527
COUNTIES SERVED: Blaine, Choteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309
2030 NO MERRILL
GLEN DIVE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:

Baker – Certification and Issuance – PO Box 1025 – 778-3595
Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646 (Manor), Delivery – 119 N. Park Avenue
Circle – PO Box 442, 485-2418
Ekalaka – Certification and Issuance – PO Box 504 – 775-8751
Forsyth – Certification and Issuance – PO Box 1256 – 346-2878
Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500
Glendive – Certification and Issuance – PO Box 1309/2030 N Merrill Ave – 377-3564
Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886
Jordan – Certification and Issuance – PO Box 364 - 852-4588
Malta – Certification and Issuance – PO Box 1267 – 654-1235
Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482
Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412
Sidney – Certification and Issuance – 2190 W. Holly Street ,433-3701
Terry – Certification and Issuance – PO Box 873 - 635-5364

Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645

Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221

COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

ST. VINCENT de PAUL

426 CENTRAL AVENUE WEST

GREAT FALLS, MT 59404

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belt – Issuance – Mobile Delivery – 761-0111

Cascade – Issuance – Mobile Delivery – 761-0111

Centerville – Issuance – Mobile Delivery – 761-0111

Great Falls – Certification and Issuance and Mobile Delivery – 761-0111

Fort Shaw – Issuance – Mobile Delivery – 761-0111

Monarch – Issuance – Mobile Delivery – 761-0111

Neihart – Issuance – Mobile Delivery – 761-0111

Ulm – Issuance – Mobile delivery – 761-0111

Vaughn – Issuance – Mobile Delivery – 761-0111

COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING

310 OLD CORVALLIS RD

HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:

Corvallis - Mobile and Home Delivery & Certification - 363-5690

Darby - Mobile and Home Delivery & Certification - 363-5690

Florence – Home Delivery & Certification - 363-5690

Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690

Stevensville - Mobile and Home Delivery & Certification - 363-5690

Sula – Mobile and Home Delivery & Certification - 363-5690

Victor - Mobile and Home Delivery & Certification - 363-5690

COUNTY SERVED: Ravalli

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA

201 SO LAST CHANCE GULCH

HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:

Augusta – Issuance – 134 Main St – 562-3623

Avon-@ Avon Post Office

Boulder – Issuance –201 Main St. – 225-3656

Elliston-@ Post Office

East Helena – Issuance @ Methodist Church – 50 Prickly Pear Ave.

Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance – Helena Food Share –

1616 Lewis – 443-3663

Lincoln – Issuance – Main St – 362-4504

Townsend – Issuance – 516 2nd St – 266-3995

White Sulphur Springs – Issuance – Mobile Delivery – 547-3651

Whitehall – Issuance - 3 No. Division – 287-5336

Wolf Creek – Issuance – Wolf Creek School – no phone

COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK

1203 HIGHWAY 2 WEST – SUITE 2

KALISPELL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:

Kalispell – Certification - Issuance - Mobile Delivery – 752-3663

Big Fork – Issuance – Mobile Delivery

Columbia Falls – Issuance – Mobile Delivery

Coram – Issuance – Mobile Delivery

Hungry Horse – Issuance – Mobile Delivery

Lakeside – Issuance – Mobile Delivery

Marion – Issuance – Mobile Delivery

Martin City – Issuance – Mobile Delivery

Whitefish – Issuance – Mobile Delivery

COUNTY SERVED: Flathead

MISSOULA FOOD BANK

1720 WYOMING ST

MISSOULA, MT 59801

COMMUNITIES AND SURROUNDING AREAS SERVED:

Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543

Arlee – Issuance – Pick-up Only – 549-0543

Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543

Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543

Drummond – Issuance – Pick-up Only – 549-0543

East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543

Florence – Issuance – Pick-up Only – 549-0543

Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543

Huson – Issuance – Pick-up & Mobile Delivery – 549-0543

Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543

Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543

Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543

Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543

Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543

COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING

110 MAIN STREET – SUITE 5

POLSON, MT 59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:

Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343

Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery

Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery

Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery

Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery

Lake County COA - Certification – 528 Main St – Ronan – 676-2367

Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367
St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367
Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367
Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367
Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367
Polson Senior Center - Both pickup and Mobile Delivery – 883-4735
Elmo – Mobile Delivery – 676-2367
Mineral County – St. Regis Community Center – 678-4240
St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop –
649-2637 - Both pickup and Mobile Delivery
Superior – Mobile Delivery out of St. Regis – 649-2637
Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery
Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139
Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery
Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both
pickup and Mobile Delivery
Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and Mobile
Delivery
COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING

PO BOX 127
1502 4TH ST WEST
ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 –
932-4587 – Sweet Grass County service area
Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-3462
– Big Horn County service area
Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569
Wheatland County service area
Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 –
962-3800 – Carbon and Stillwater Counties
Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 -
477-8707 – N. Cheyenne Reservation service area
Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St, Roundup
59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County service area
COUNTIES SERVED: Bighorn, Carbon, Golden Valley, Judith Basin, Musselshell, Petroleum,
Stillwater, Sweet Grass, and Wheatland.

ATTACHMENT E

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 Work Place. 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.fsrs.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: BFSD-FFATA Reporting

PO Box 4210

Helena, MT 59604-4210

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. Contractor 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. Contractor/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 telephone (currently 866-606-8220) or the internet (currently at 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);
 - (7) 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
 - (8) 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 F

Rev. 8/1/2024

INSURANCE REQUIREMENTS

I. General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connections with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

II. Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

III. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as a certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor's must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

IV. Insurance Requirements.

Specific Requirements for Compliance With Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are

State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability:

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right do subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver or subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor's insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insured for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

Specific Requirements for Automobile Liability:

Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

ATTACHMENT G**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**, Rocky Mountain Development Council, Inc., 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

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](http://www.hhs.gov/hipaa)
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: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and

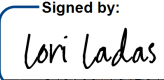
hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Will additionally comply with: (a) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (b) 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; (c) §§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; (d) 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; (e) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (f) 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.

CONTRACTOR

BY:  Executive Director
C46A061A64B0459
Authorized Signer

Date: 1/14/2025

DISCLOSURE OF LOBBYING ACTIVITIES**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

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

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

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

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

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

ATTACHMENT H**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 >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number		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		Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	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		Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1		Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2		
FFATA-1-04-C	City		
FFATA-1-04-D	State		

FFATA-1-04-E	Zip+4		
FFATA-1-04-F	Congressional District		01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number		If not known, DPHHS will complete.
FFATA-1-06	Total Contract		Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	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		Provide City of primary performance.
FFATA-1-08-B	Primary Performance County		Provide County of primary performance.
FFATA-1-08-C	Primary Performance State		Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4		Provide Zip of primary performance.
FFATA-1-08-E	Congressional District		Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency		If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action		

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:
DPHHS CONTRACT #:
UEI #:
SUBMITTED BY:
INSERT DATE:
Is Subrecipient (Contractor) Exempt?

	Name	Total Compensation	Title
1.			
2.			
3.			
4.			
5.			

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

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

CONTRACTOR

Signed by:
BY: Lori Ladas Executive Director
C46A001A04B0459...
Authorized Signer

Date: 1/14/2025

**CONTRACT FOR
COMMODITY SUPPLEMENTAL FOOD PROGRAM
CONTRACT HHS-HCSD-00001066
DPHHS 25027210130**

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202925, Helena, MT, 59601, Phone Number (406) 444-0640, and Fax Number (406) 444-2547, and St Vincent de Paul, ("Contractor") whose contact information is as follows: Federal Tax ID 81-0296475, UEI Number M7JFAMRWFJQ6, 426 Central Ave West, Great Falls Montana, 59405, Phone Number (406) 761-0870, and Fax Number (406) 761-0111; respectively (collectively, the "Parties").

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties to establish and operate the United States Department of Agriculture, Food and Nutrition Services, Commodity Supplemental Food Program (hereinafter referred to as the "USDA", "FNS", "CSFP") and to provide supplemental foods and nutrition education to eligible persons through state or local agencies, (the "Services"), as more particularly described in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Income Guidelines
 - 4. Attachment C: Caseload Assignments
 - 5. Attachment D: CSFP Contractors Remote Locations
 - 6. Attachment E: Federal and State Law Requirements
 - 7. Attachment F: Insurance Requirements
 - 8. Attachment G: Assurances
 - 9. Attachment H: FFATA

SECTION 2. TERM OF CONTRACT

The term of this Contract is from October 01, 2024 through September 30, 2025 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This Contract, including any renewals, may not exceed a total of 7 years.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor a total of \$3,942 for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

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

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

The Department will reimburse an amount identified in Attachment C per eligible client household served per month not to exceed the assigned annual caseload listed in Attachment C of this agreement 000 under FFY25 and not to exceed a total contract amount of \$3,942 through September 30, 2025. The Department will issue a formal Award Letter indicating the caseload assignment to the agency, and the reimbursement amount. Caseloads may fluctuate between agencies depending on the current need of the clients within the service area.

1. Payment to the Contractor shall be made to:

St Vincent de Paul
426 Central Ave West
Great Falls, Montana 59405

2. The Contractor must request reimbursement for actual allowable expenditures incurred on an invoice form provided by the Department by the 10th of the month following the month in which the Contractor made the expenditure. An accounting system generated report itemizing all services and expenses for reimbursement, must accompany each invoice and must support the amount request on the invoice. The Department shall issue payment to the Contractor within 30 days following receipt of an invoice from the Contractor for all verified expenditures. Reimbursement of expenditures may be delayed for failure to provide complete and accurate documentation as requested by the Department; and

3. No additional costs will be paid under the contract as reimbursement is based solely on the number of clients served.

C. Adjustments to Consideration

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

D. Sources of Funding

The sources of the funding for this Contract are 100% from a grant from USDA, CFDA Number 10.565.

E. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the

Department if it determines a payment may be erroneous or improper, and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 4. PREVAILING WAGE REQUIREMENTS, RESERVED

SECTION 5. COST ADJUSTMENTS

Cost Increase by Mutual Agreement. After the Contract's initial term and if the Department agrees to a renewal, the parties may agree upon a cost increase. The Department is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

SECTION 6. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The Department's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, The Department may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 7. CREATION AND RETENTION OF RECORDS

A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.

- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 8. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owed

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

- E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.

- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 10. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 11. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 12. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment F, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 13. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 14. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment E to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment G and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. The following information may be required pursuant to 2 CFR 200:
 - 1. Recipient Name: St Vincent de Paul
 - 2. Recipient Unique Entity Identifier: M7JFAMRWFJQ6
 - 3. Unique Federal Award Identification Number (FAIN): 253MT815Y8005
 - 4. Federal Award Date: October 2, 2024
 - 5. Period of Performance Start and End Date: October 1, 2024 through September 30, 2025
 - 6. Budget Period Start and End Date: October 1, 2024 through September 30, 2025
 - 7. Amount of Federal Funds Obligated by this Action: \$3,942
 - 8. Total Amount of Federal Funds Obligated: \$3,942
 - 9. Total Approved Cost Sharing, where applicable: \$0.00
 - 10. Total Amount of the Federal Award including approved Cost Sharing: \$97,803
 - 11. Budget Approved by the Federal Agency:

FNS Mountain Plains Regional Office
 Food and Nutrition Service
 1244 Speer Blvd., Suite 903
 Denver, CO 80204-3585

12. Federal Award Description: Commodity Supplemental Food Program

13. Name

13.1 Federal Awarding Agency: U.S. Department of Agriculture - Food and Nutrition Service

13.2 Pass Through & Contact Information:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

14. Assistance Listings Number and Title – the pass-through entity must identify the dollar amount made available under each federal award and ALN:

10.565-Commodity Supplemental Food Program

15. Identification of whether the Award is R&D: No

16. Indirect Cost Rate for the Federal award: See Section 3.B.3.

- I. 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 30-20-301 MCA.

SECTION 15. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. § 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website.

SECTION 16. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract 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 Contract, shall be delivered to the Department.

SECTION 17.	INTELLECTUAL PROPERTY/OWNERSHIP, RESERVED
SECTION 18.	PATENT AND COPYRIGHT PROTECTION, RESERVED
SECTION 19.	CONTRACT PERFORMANCE SECURITY, RESERVED
SECTION 20.	CONTRACT OVERSIGHT, RESERVED

SECTION 21. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person. Personal Information that can be used to distinguish or trace an individual's identity (PII)
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other 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 to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in

relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 22. PROPRIETARY INFORMATION

- A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 23. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS, RESERVED

SECTION 24. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party 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.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. 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 Contract 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."

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract 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 Contract.
- D. 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 contract monies to describe and promote services provided through this Contract.

SECTION 25. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 26. LIAISON AND SERVICE OF NOTICES

- A. Sara Loewen, or their successor, will be the liaison for the Department. Contact information is as follows:

Sara Loewen,
DPHHS Bureau Chief Intergovernmental Human Services Bureau
PO Box 202925
Helana, MT 59601
Phone Number (406) 447-4265
Fax Number (406) 447-4287
sloewen@mt.gov

Deborah Kottel, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Deborah Kottel,
426 Central Ave West
Great Falls Montana, 59405
Phone Number (406) 761-0870
Fax Number (406) 761-0111
deborah.kottel@uprovidence.edu

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

SECTION 27. IDENTIFICATION/SUBSTITUTION OF PERSONNEL

The personnel identified or described in Contractor's proposal shall perform the services provided for the Department under this Contract. Contractor agrees that any personnel substituted during the term

of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The Department reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. The Department's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. The Department reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

SECTION 28. MEETINGS

- A. **A. Technical or Contractual Problems.** Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.
- B. **Progress Meetings.** During the term of this Contract, the Department's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the Department's progress in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the Department to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- C. **Failure to Notify.** If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.
- D. **The Department's Failure or Delay.** For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such

problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

SECTION 29. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 30. CONTRACT TERMINATION

- A. Subject to Section 30. E. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. Subject to Section 30. E. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. Subject to Section 30. E. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
 - 1. federal or state funding for this Contract becomes unavailable or reduced for any reason;
 - 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.
- E. In accordance with 7 CFR §250.4(c) (4) and 7 CFR §247.4(b)(6) which relate to the termination of agreements:

1. Termination by State agency.
 - a. The State agency may terminate an eligible recipient agency's participation in CSFP or may be required to terminate an eligible recipient agency's participation, in whole or in part, if the eligible recipient agency does not comply with the program provisions and requirements. The State agency must notify the eligible recipient agency in writing of the termination, the reasons for the action, and the effective date, and must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
 - b. The State agency may terminate an eligible recipient agency's participation in CSFP upon 30 days' written notice to the eligible recipient agency. The State agency must provide the local agency with an opportunity to appeal, in accordance with 7 CFR §247.35.
2. Termination by eligible recipient agency. The eligible recipient agency may terminate its participation in the program, in whole or in part, upon written notification to the State agency, stating the reasons and effective date of the action. In accordance with 7 CFR §247.4(b)(6), which relates to the termination of agreements, the eligible recipient agency must provide, at minimum, 30 days' written notice.
3. Termination by mutual agreement. The eligible recipient agency's program may also be terminated, in whole or in part, if both the State and eligible recipient agency agree that the action would be in the best interest of the program. The two parties must agree upon the conditions of the termination, including the effective date.

SECTION 31. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated

services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F.** Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 32: TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract 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 Contract or particular work under this Contract. 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 Contract, 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 Contract rates. If State terminates a project or this Contract 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.

SECTION 33. CHOICE OF LAW, REMEDIES AND VENUE

- A.** This Contract is governed by the laws of the State of Montana.

- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 34. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

SECTION 35. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

A. Contract

This Contract consists of sixteen (16) numbered pages, any Attachments listed in Section 1 as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

C. Amendment

Any amendment or modification must be in a written agreement signed by the parties.

AUTHORITY TO EXECUTE

The Terms and Conditions of Contract Number 25027210130.

The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

Signed by:
 BY: Charles T. Brereton Director Date: 1/22/2025
0E90064370A54E3...
 Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, HUMAN COMMUNITY SERVICES DIVISION

Approved as to Form:

DocuSigned by:
 BY: Alisha Baker Contract Manager & Financial Specialist Date: 1/8/2025
08CECE0B9FEB4AA...
 Contract Officer

CONTRACTOR

DocuSigned by:
 BY: Deborah Kottel Executive Director Date: 1/8/2025
1C6A41707C3E41B...
 Authorized Signer

ATTACHMENT A

SCOPE OF WORK

This Contract shall govern the distribution of food commodities to eligible households living within the geographic boundaries of the Program Service Area of the "CSFP" Local Agency Contractor in accordance with the USDA approved Montana CSFP State Plan, 7 CFR Part 247 as revised April 15, 2013; 2 CFR 200; and 7 CFR, Part 250, Subchapter B.

SERVICES TO BE PROVIDED

A. The Contractor must provide the following goods or services:

For this contract period, the Contractor is assigned a caseload per month as indicated in Attachment C. The Contractor may not exceed their caseload unless approved in advance by the Department and maximize participation by distributing "unclaimed food packages" to certified waiting list person(s) as stated in Attachment C. At the option of the Department, the Contractor's caseload slots may be increased if slots are available and the Contractor can provide evidence the additional slots will be utilized, or may be decreased if unused or if the total slots to the Department are decreased by USDA; confirmation of any increase or decrease shall be made by the issuance of a new Attachment C-4 by e-mail or facsimile and/or mail, in which case Attachment C-4 will become a part of this contract without a written amendment of the contract signed by the parties. Certification for eligible persons will be in accordance with 7 CFR Part 247.8, Part 247.9, Part 247.15, Part 247.16 and Part 247.17. Note: 2008 Farm Bill removed the priority system for assigning caseloads.

B. The Contractor agrees to:

1. administer the CSFP in accordance with the USDA approved Montana State CSFP Plan, provisions of 7 CFR 247, and with the provision of part 7 CFR 250 of this Chapter unless they are inconsistent with the provisions of 247 as listed in Section 2, above at the certification and distribution sites listed for the Contractor in Attachment D;
2. be responsible and maintain appropriate insurance coverage for any loss resulting from improper distribution, or improper storage, care or handling of commodities;
3. be responsible for any misuse of program funds received under this program
4. maintain and operate a CSFP office, storage and issuance facility(ies) and training of staff and volunteers that includes annual Civil Rights training and documentation;
5. maintain acceptable USDA security and storage standards in accordance with 7 CFR 250.14 for USDA Commodities held in its storage facilities against loss by fire, flood, theft or vandalism;
6. complete and provide to the Department all forms, reports and supporting documentation as requested by the Department;
7. provide to the Department within 30 days of receipt, a copy of the Audit Report from the most recently completed single agency audit which conforms with the requirements set forth in 2 CFR 200.501.

8. provide nutrition education as required in 7 CFR 247.18 and advise participants of the importance of health care;
9. provide written information on at least one occasion to participants or their legal representative(s) on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR 247.14 to include:
 - a. the following programs to each elderly applicant, participant or legal representative:
 - i. the Supplemental Security Income benefits provided under Title XVI of the Social Security Act,
 - ii. the Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
 - iii. the Food Stamp Program.
10. determine client eligibility for services under this contract within 10 days of application; each application to be date stamped upon receipt:
 - a. in accordance with the requirements of Section 8, Limitations and Eligibility;
 - b. take steps to prevent and detect dual participation, as required in 7 CFR 247.19;
 - c. provide notification of eligibility to include information on the time, location, and means of food distribution, and the length of the certification period; or,
 - d. provide written notification of placement on a waiting list for categorically eligible clients when maximum caseload is being utilized by the local agency; or,
 - e. provide written notification of ineligibility within 10 days of application and must include reason for ineligibility, statement of an individual's right to a fair hearing to appeal the decision in accordance with 7 CFR 247.33(a) and a statement that program standards are applied without discrimination by race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
11. notification of discontinuance must be made in writing 15 days before the effective date of the discontinuance according to the following:
 - a. notification must be made when there is evidence that a participant is no longer eligible for CSFP benefits during the certification period; or,
 - b. when there is a lack of resources necessary to continue providing benefits to the participant; and,
 - c. must include the effective date of discontinuance, the reason for the discontinuance, a statement of the individual's right to appeal the discontinuance through the fair hearings process in accordance with 7 CFR 247.33(a) and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or

funded

by

USDA.

12. distribute and use of CSFP commodities in accordance with the FNS approved food package guide rate and in accordance with 7 CFR 247.10 to eligible persons up to but not exceeding the assigned caseload slots as stated in A. of this Section, above; to include;
 - a. order only the amount of food necessary for a full food package distribution for the pre-determined monthly or every two-month cycle by adjusting for physically counted remaining inventory from the previous cycle;
 - b. submit orders to the Department to allow sufficient time for the order to be processed, scheduled and delivered;
 - c. require proper identification be presented by each participant or participant's proxy prior to issuance of the food package;
 - d. for each distribution cycle maintain food package issuance records at a minimum to include cycle month(s)/year, client name, total served and an authorized issuance site signatory;
 - a. no excess inventory be maintained, unless authorized in writing by Department, beyond that of uneven case units and no show/unissued food packages (example: 12 cheese to case, 11 assigned clients = 1 excess unit, 10 picked up and 1 unit no show = 2 units remaining). Any remaining inventory must be accounted for in monthly inventory reports and included in the next distribution cycle.
 13. Make available for inspection to representatives of the State agency, it's representatives or the USDA during normal business hours or at other reasonable times the USDA Foods in storage and the facilities or warehouse used in the handling and storage of these foods;
 14. conduct program outreach activities and maintain a waiting list of unserved clients that exceed the slots allocated to the Contractor of Attachment C according to the requirements of 7 CFR 247.11; and,
 15. pursue claims in excess of \$100 against participants determined to have improperly received commodities to recover the cost of the commodities received or improperly used according to 7 CFR 247.30 (c).
 16. required all sub-agency contractors to comply with regulations found at 7 CFR 16 related to equal opportunity for faith-based organizations that operate USDA programs, and religious protections for USDA program beneficiaries.
 17. comply with all requirements relating to food safety and food recalls.
- C. Time is of the essence under this contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
- D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified, and credentialed as required by law.

- E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this contract.

REPORTS

- A. The Contractor agrees to collect data, complete and submit all reports and documents as requested by the Department and in accordance with the guidelines and specifications established by the CFR and state plan.
- B. The Contractor shall submit:
1. The FNS-153, Monthly Report of the Commodity Supplemental Food Program ***on or before the 15th of the month, following the monthly period covered by the report.*** THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT;
 2. a Department invoice at least monthly claiming reimbursement for the number of participants served during the invoice period by month with supporting documentation;
 3. the FNS-191 Racial/Ethnic Report annually based on the April participation by June 15th; and
 4. a final invoice consisting of the report indicated in number 1 of this Part and any unexpended funds, is due no later than October 31, 2025.

ATTACHMENT B

INCOME GUIDELINE

FFY 2025 Initial Exhibit B						
2025 Commodity Supplemental Food Program (CSFP)						
ELDERLY INCOME GUIDELINES						
130% OF POVERTY LEVEL OR LESS						
Guidelines Effective February 6, 2024						
130% OF POVERTY INDEX						
HOUSEHOLD SIZE	FEDERAL POVERTY 2024 GUIDELINES ANNUAL	CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY				
		ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY
1	\$15,060	\$19,578	\$1,632	\$816	\$753	\$377
2	\$20,440	\$26,572	\$2,215	\$1,108	\$1,022	\$511
3	\$25,820	\$33,566	\$2,798	\$1,399	\$1,291	\$646
4	\$31,200	\$40,560	\$3,380	\$1,690	\$1,560	\$780
5	\$36,580	\$47,554	\$3,963	\$1,982	\$1,829	\$915
6	\$41,960	\$54,548	\$4,546	\$2,273	\$2,098	\$1,049
7	\$47,340	\$61,542	\$5,129	\$2,565	\$2,367	\$1,184
8	\$52,720	\$68,536	\$5,712	\$2,856	\$2,636	\$1,318
For each add'l family member, add.....	\$5,380	\$6,994	\$583	\$292	\$269	\$135
Based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #89 FR 2961, pages 2961-2963 Document #2024-00796						

ATTACHMENT C

CASELOAD ASSIGNMENTS
Federal Fiscal Year 2025, 10/1/2024 to 9/30/2025

- This table represents the monthly and total annual caseload assignments for FY25.
- The reimbursement rate starting 10/1/2024 will be \$4.30 per case. This rate may fluctuate and will be updated with the reassessed caseloads and provided through an award letter as referenced in Section 3: Considerations and Payments (B).
- The current column for 1/1/25-9/30/25 is an estimate. Adjusted caseloads will be assigned beginning January 1, 2025.
- Local agencies may not exceed their total annual caseload assignment.
- Caseloads may be reassessed MONTH-BY-MONTH, any new caseload assignments will be provided through an award letter throughout the remainder of FFY 2025 as referenced in Section 3: Considerations and Payments (B).

<i>Updated 7/1/2024</i>	Caseloads		
AGENCY NAME	10/1/24 to 12/31/24	<u>Estimated</u> 1/1/25 to 9/30/25	Total Annual Caseload
AREA V AGENCY ON AGING - BUTTE	297	297	3564
DISTRICT 9 HRDC-GVFB – BOZEMAN	236	236	2832
N. CENTRAL AOA – CONRAD	201	201	2412
HILL COUNTY AOA - HAVRE	90	90	1080
ACTION FOR E. MONTANA - GLENDIVE	336	336	4032
ST. VINCENT DE PAUL - GREAT FALLS	336	336	4032
ROCKY MOUNTAIN DEV COUNCIL - HELENA	393	393	4716
FLATHEAD FOOD BANK - KALISPELL	300	300	3600
MISSOULA FOOD BANK - MISSOULA	463	463	5556
AREA VI AOA - POLSON	723	723	8676
AREA II AOA – ROUNDUP	562	562	6744
FAMILY SERVICES-BILLINGS	304	304	3648
RAVALLI COUNTY COA - HAMILTON	180	180	2160
CASELOAD TOTALS	4421	4421	53,052

FEDERAL REGULATIONS 7 CFR 247.21: The state agency is assigned a base caseload for each caseload cycle. The base caseload is determined by the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year.

Caseload means the number of persons the State agency may serve on an average monthly basis over the course of the caseload cycle.

Caseload cycle means the period from January 1 through the following December 31.

Final caseload assignments are issued within 30 days after enactment of
appropriations legislation covering the full fiscal year.

ATTACHMENT D
FFY2025
CSFP CONTRACTORS' REMOTE LOCATIONS

Agencies are contracted by the state to provide CSFP services in their areas. Currently there are 12 Local Agency Contracts renewed annually.

GALLATIN VALLEY FOOD BANK - Area IX HRDC

602 BOND
BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belgrade – Issuance – Mobile Delivery – 586-7600
Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600
Bozeman – Issuance - Bozeman Sr. Center – 807 N. Tracy – 586-2421
Clyde Park – Issuance – Livingston Food Pantry - 222-5335
Emigrant – Issuance – Livingston Food Pantry – 222-5335
Ennis – Issuance – Mobile Delivery – 586-7600
Gallatin Gateway – Issuance – Mobile Delivery – 586-7600
Gardiner – Issuance – Gardiner Food Pantry – 222-5335
Harrison-Issuance – Mobile Delivery – 586-7600
Livingston – Issuance – Livingston Food Pantry – 222-5335
Manhattan – Issuance – Mobile Delivery – 586-7600
Pony – Issuance – Mobile Delivery – 586-7600
Pray – Issuance – Mobile Delivery – 586-7600
Three Forks – Issuance – Mobile Delivery – 586-7600
West Yellowstone – Issuance – Gallatin Valley Food Bank
Wilsall – Issuance – Mobile Delivery – 222-5335
Willow Creek – Issuance – Mobile Delivery – 586-7600
COUNTIES SERVED: Gallatin, Madison and Park

FAMILY SERVICES

3927 1ST AVE SOUTH
BILLINGS, MT 59101

COMMUNITIES AND SURROUNDING AREAS SERVED:

Ballantine – Mobile Delivery – (406) 259-2269
Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 –
(406) 259-2269
Lewistown – Mobile Delivery –(406) 259-2269
Worden – Mobile Delivery –(406) 259-2269
COUNTIES SERVED: Fergus and Yellowstone

AREA V AGENCY ON AGING

1015 SOUTH MONTANA STREET
BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:

Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504
Butte – Certification and Issuance – 1015 S Montana – 782-5555

Deer Lodge – Certification and Issuance – Courthouse – 846-9789
Dillon – Certification and Issuance – Mobile Delivery – 865-0749
Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903
COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2
CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Sandy – Issuance - Sr Center – 378-2405
Browning – Certification and Issuance – Food Bank – 338-7340
Chester – Issuance – PO Box 13 – 759-5244
Choteau – Issuance – Mobile Delivery – 476-3424
Conrad – Certification and Issuance – 311 S. Virginia – 271-7553
Cut Bank – Issuance – 715 E Main – 873-2961
Dupuyer – Issuance – Mobile Delivery – 279-3527
Dutton – Issuance – Sr Center – 476-3227
Fairfield – Issuance – Mobile Delivery – 476-3424
Fort Benton – Issuance – 1408 Front Street – 622-3601
Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417
Havre – Area X Agency on Aging – 2 2nd St West – 265-5464
Heart Butte – Certification and Issuance – Sr Center – 338-2222
Kevin – Issuance – Mobile Delivery
Power – Issuance – Mobile Delivery – 476-3424
Shelby – Issuance – 739 N Benton – 434-2992
Sunburst – Issuance – Mobile Delivery
Valier – Issuance – Mobile Delivery – 279-3527
COUNTIES SERVED: Blaine, Choteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309
2030 NO MERRILL
GLEN DIVE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:

Baker – Certification and Issuance – PO Box 1025 – 778-3595
Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646 (Manor), Delivery – 119 N. Park Avenue
Circle – PO Box 442, 485-2418
Ekalaka – Certification and Issuance – PO Box 504 – 775-8751
Forsyth – Certification and Issuance – PO Box 1256 – 346-2878
Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500
Glendive – Certification and Issuance – PO Box 1309/2030 N Merrill Ave – 377-3564
Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886
Jordan – Certification and Issuance – PO Box 364 - 852-4588
Malta – Certification and Issuance – PO Box 1267 – 654-1235
Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482
Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412
Sidney – Certification and Issuance – 2190 W. Holly Street ,433-3701
Terry – Certification and Issuance – PO Box 873 - 635-5364

Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645

Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221

COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

ST. VINCENT de PAUL

426 CENTRAL AVENUE WEST

GREAT FALLS, MT 59404

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belt – Issuance – Mobile Delivery – 761-0111

Cascade – Issuance – Mobile Delivery – 761-0111

Centerville – Issuance – Mobile Delivery – 761-0111

Great Falls – Certification and Issuance and Mobile Delivery – 761-0111

Fort Shaw – Issuance – Mobile Delivery – 761-0111

Monarch – Issuance – Mobile Delivery – 761-0111

Neihart – Issuance – Mobile Delivery – 761-0111

Ulm – Issuance – Mobile delivery – 761-0111

Vaughn – Issuance – Mobile Delivery – 761-0111

COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING

310 OLD CORVALLIS RD

HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:

Corvallis - Mobile and Home Delivery & Certification - 363-5690

Darby - Mobile and Home Delivery & Certification - 363-5690

Florence – Home Delivery & Certification - 363-5690

Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690

Stevensville - Mobile and Home Delivery & Certification - 363-5690

Sula – Mobile and Home Delivery & Certification - 363-5690

Victor - Mobile and Home Delivery & Certification - 363-5690

COUNTY SERVED: Ravalli

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA

201 SO LAST CHANCE GULCH

HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:

Augusta – Issuance – 134 Main St – 562-3623

Avon-@ Avon Post Office

Boulder – Issuance –201 Main St. – 225-3656

Elliston-@ Post Office

East Helena – Issuance @ Methodist Church – 50 Prickly Pear Ave.

Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance – Helena Food

Share – 1616 Lewis – 443-3663

Lincoln – Issuance – Main St – 362-4504

Townsend – Issuance – 516 2nd St – 266-3995

White Sulphur Springs – Issuance – Mobile Delivery – 547-3651

Whitehall – Issuance - 3 No. Division – 287-5336

Wolf Creek – Issuance – Wolf Creek School – no phone

COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK

1203 HIGHWAY 2 WEST – SUITE 2

KALISPELL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:

Kalispell – Certification - Issuance - Mobile Delivery – 752-3663

Big Fork – Issuance – Mobile Delivery

Columbia Falls – Issuance – Mobile Delivery

Coram – Issuance – Mobile Delivery

Hungry Horse – Issuance – Mobile Delivery

Lakeside – Issuance – Mobile Delivery

Marion – Issuance – Mobile Delivery

Martin City – Issuance – Mobile Delivery

Whitefish – Issuance – Mobile Delivery

COUNTY SERVED: Flathead

MISSOULA FOOD BANK

1720 WYOMING ST

MISSOULA, MT 59801

COMMUNITIES AND SURROUNDING AREAS SERVED:

Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543

Arlee – Issuance – Pick-up Only – 549-0543

Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543

Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543

Drummond – Issuance – Pick-up Only – 549-0543

East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543

Florence – Issuance – Pick-up Only – 549-0543

Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543

Huson – Issuance – Pick-up & Mobile Delivery – 549-0543

Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543

Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543

Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543

Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543

Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543

COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING

110 MAIN STREET – SUITE 5

POLSON, MT 59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:

Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343

Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery

Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery

Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery

Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery

Lake County COA - Certification – 528 Main St – Ronan – 676-2367

Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367

St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367

Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367

Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367

Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367

Polson Senior Center - Both pickup and Mobile Delivery – 883-4735

Elmo – Mobile Delivery – 676-2367

Mineral County – St. Regis Community Center – 678-4240

St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop – 649-2637 - Both pickup and Mobile Delivery

Superior – Mobile Delivery out of St. Regis – 649-2637

Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery

Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139

Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery

Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both pickup and Mobile Delivery

Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and Mobile Delivery

COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING

PO BOX 127

1502 4TH ST WEST

ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 – 932-4587 – Sweet Grass County service area

Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-3462 – Big Horn County service area

Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569 Wheatland County service area

Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 – 962-3800 – Carbon and Stillwater Counties

Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 - 477-8707 – N. Cheyenne Reservation service area

Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St, Roundup 59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County service area

COUNTIES SERVED: Bighorn, Carbon, Golden Valley, Judith Basin, Musselshell, Petroleum, Stillwater, Sweet Grass, and Wheatland.

ATTACHMENT E

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 Work Place. 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.fsrs.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: BFSD-FFATA Reporting

PO Box 4210

Helena, MT 59604-4210

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. Contractor 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. Contractor/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 telephone (currently 866-606-8220) or the internet (currently at 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);
 - (7) 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
 - (8) 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 F

Rev. 8/1/2024

INSURANCE REQUIREMENTS

I. General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connections with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

II. Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

III. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as a certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor's must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

IV. Insurance Requirements.

Specific Requirements for Compliance With Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are

State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability:

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right do subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver or subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor’s insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insured for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

Specific Requirements for Automobile Liability:

Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Specific Requirements for Professional Liability: Not Applicable to this Contract

Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$ 1,000,000 per occurrence and \$ 2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if “occurrence” coverage is unavailable or cost prohibitive, Contractor may provide “claims made” coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside of the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

ATTACHMENT G**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**, St. Vincent de Paul, 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

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](http://www.hhs.gov/hipaa)
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: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be

denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Will additionally comply with: (a) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (b) 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; (c) §§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; (d) 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; (e) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (f) 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.

CONTRACTOR

BY:  Executive Director
Authorized Signer

Date: 1/8/2025

DISCLOSURE OF LOBBYING ACTIVITIES**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

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

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

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

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

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

ATTACHMENT H**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 >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number		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		Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	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		Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1		Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2		
FFATA-1-04-C	City		
FFATA-1-04-D	State		
FFATA-1-04-E	Zip+4		

FFATA-1-04-F	Congressional District		01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number		If not known, DPHHS will complete.
FFATA-1-06	Total Contract		Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	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		Provide City of primary performance.
FFATA-1-08-B	Primary Performance County		Provide County of primary performance.
FFATA-1-08-C	Primary Performance State		Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4		Provide Zip of primary performance.
FFATA-1-08-E	Congressional District		Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency		If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action		

**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.

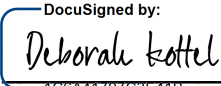
CONTRACT TITLE:
DPHHS CONTRACT #:
UEI #:
SUBMITTED BY:
INSERT DATE:
Is Subrecipient (Contractor) Exempt?

	Name	Total Compensation	Title
1.			
2.			
3.			
4.			
5.			

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

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

CONTRACTOR

BY:  Executive Director
Authorized Signer

Date: 1/8/2025