



NOTICE OF PUBLIC MEETING

The Lewis and Clark County Commissioners Public Meeting will be held on Tuesday, March 26, 2024, at 9:00 AM in Commission Chambers, Rm 330.

It is the policy of the Board of County Commissioners to render a decision at a later date after they have had ample time to consider all oral and written public testimony. The BoCC may render a final decision on the same date if substantial new information is not received. Public comment must be limited to matters under the jurisdiction of the Commission.

1. **Pledge of Allegiance**
2. **Consent Action Items**

- a. Budget Amendments for March, 2024. (Frank Cornwell)
- b. Insurance Claim Settlement with USAA. (Marni Bentley)

3. **Overview of AmeriCorps VISTA Concept Papers. (Kellie McBride)**

The Commissioners will hear Criminal Justice Services report on the concept papers required to apply for AmeriCorps VISTAs to address two high priority Criminal Justice Coordinating Council goals with the start dates in October 2024.

4. **Grant Award to Lewis and Clark Public Health from the Montana Department of Public Health and Human Services. (Sarah Sandau)**

The Commissioners will consider accepting the grant award from the Montana Department of Public Health and Human Services for the Healthy Montana Families Program in the amount of \$256,067.63. The grant period is from September 30, 2023 through September 29, 2024.

5. **Contract Between Lewis and Clark Public Health and Missoula City-County Health Department. (Sarah Sandau)**

The Commissioners will consider the contract with Missoula City-County Health Department in the amount of \$34,794 for contracting services to provide nurse supervision and data entry for the Nurse Family Partnership program. The contract runs from October 1, 2023 through September 30, 2024.

6. **Grant Award to Lewis and Clark Public Health from the Montana Department of Public Health and Human Services. (Sarah Sandau)**

The Commissioners will consider accepting the grant award from the Montana Department of Public Health and Human Services for the Community Health Improvement Plan (CHIP)

Implementation Grant in the amount of \$22,000. The grant period is from March 1, 2024 through February 28, 2025.

7. **Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**
8. **Adjourn**

ADA NOTICE

Lewis and Clark County is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The County will not exclude persons with disabilities from participation at its meetings or otherwise deny them County's services, programs, or activities. Persons with disabilities requiring accommodations to participate in the County's meetings, services, programs, or activities should contact Keni Grose, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

- (406)-447-8316
- kgrose@lccountymt.gov
- TTY Relay Service 1-800-253-4091 or 711
- 316 N Park, Room 303



ATTACHMENTS:

Description

Type

▣ Budget Amendments

Contract

BUDGET AMENDMENTS/TRANSFERS-FISCAL YEAR 2024

Resolution 2023-64, the final operating budget resolution for fiscal year 2024 delegated the authority to approve amendments/transfers to the County Chief Administrative Officer, after advising the County Commission of his intent at a commission meeting or work session.

Amendments/transfers will be prepared as needed throughout the year and approved by the County Chief Administrative Officer in accordance with 7-6-4006, MCA and 7-6-4012, MCA.

The County Chief Administrative Officer certifies that the budget amendments/transfers outlined below are in accordance with Resolution 2023-64, 7-6-4006, MCA and 7-6-4012, MCA and that the County Commission has been advised of his intent to approve the amendments/transfers

Roger Baltz, Chief Administrative Officer

DATE

TRANSFERS						
DATE OF REQUEST	CODING	LINE ITEM DESCRIPTION	FUND-DEPARTMENT DESCRIPTION	ORIGINAL BUDGET	ADJ + OR (-)	AMENDED BUDGET
						-
AMENDMENTS						
3/26/2024	227-0000-331.11-45	Relief Funding	Relief Funding	19,275	328,766	348,041
	227-0000-344.06-78	Non-Travel	Reimbursements for Health Clinic	185,548	5,000	190,548
	227-0000-344.06-85	Immunes - Travel	Reimbursement for Health Clinic - Travel	42,000	18,000	60,000
						-
			Public Health Revenue Total	246,823	351,766	598,589
	227-4410-441.21-20	Minor Equipment		-	10,000	10,000
	227-4410-441.22-10	Operating Supplies		1,000	3,100	4,100
	227-4410-441.32-10	Print Dupl Typing Binding		500	1,000	1,500
	227-4410-441.33-10	Publicity Subscrip Dues		-	200	200
	227-4410-441.33-20	Advertising		-	200	200
	227-4410-441.33-50	Membership Dues		5,000	10,500	15,500
	227-4410-441.33-80	Health Club Dues		-	200	200
	227-4410-441.35-10	Professional Services		2,000	5,500	7,500
	227-4410-441.37-10	Travel		-	100	100
	227-4410-441.38-10	Training		-	800	800
	227-4420-441.21-10	Office Supplies		-	800	800
	227-4420-441.31-20	Postage Box Rent Etc.		171	1,000	1,171
	227-4420-441.32-10	Print Dupl Typing Binding		-	500	500
	227-4420-441.33-20	Advertising		-	14,893	14,893
	227-4420-441.35-10	Professional Services		-	550	550
	227-4420-441.35-65	Patient's Ancillary Serv		-	1,500	1,500
	227-4420-441.35-70	Community Projects		-	9,066	9,066
	227-4420-441.36-10	Repair & Maint Services		-	100	100
	227-4420-441.37-10	Travel		109	3,122	3,231
	227-4420-441.39-10	Other Purch/Contract Serv		13,064	16,506	29,570
	227-4430-441.35-10	Professional Services		-	3,400	3,400
	227-4430-441.36-20	Office Machines		-	1,000	1,000
	227-4430-441.39-10	Other Purch/Contract Serv		3,500	13,000	16,500
	227-4430-441.50-41	Software Agreements		-	13,357	13,357
	227-4440-441.21-10	Office Supplies		-	1,800	1,800
	227-4440-441.21-20	Minor Equipment		-	1,500	1,500
	227-4440-441.22-23	Non-Slide Non-Travel		130,000	31,000	161,000
	227-4440-441.23-20	Gas Oil, & Etc.		-	200	200
	227-4440-441.32-10	Print Dupl Typing Binding		-	1,500	1,500
	227-4440-441.33-50	Membership Dues		-	50	50
	227-4440-441.33-60	Licence Fees		-	700	700
	227-4440-441.35-10	Professional Services		-	3,200	3,200
	227-4440-441.37-10	Travel		-	100	100
	227-4440-441.39-10	Other Purch/Contract Serv		-	6,220	6,220
						-
			Public Health Expense Total	155,344	156,664	312,008
						-
	001-2110-426.11-01	Salaries	Fire Recovery Deployment - DES	114,786	13,000	127,786
	001-2110-426.37-10	Travel	Fire Recovery Deployment - DES	6,000	13,500	19,500
	001-0000-334.00-00	State Revenue	Reimbursement	-	35,500	35,500
						-
			DES Admendment Total	120,786	62,000	182,786



ATTACHMENTS:

Description	Type
 Insurance Settlement	Contract



USAA General Indemnity Company

CLAIM SETTLEMENT



0000010 SP

4859

-C01-P00010-11

-01776-555148594123

LEWIS AND CLARK COUNTY
3402 COONEY DRIVE
HELENA, MT 59602

Review Claim Settlement Details

February 28, 2024

Dear Lewis and Clark County,

I'm pleased we've reached an amicable resolution of the following claim:

USAA policyholder:	Michael H Morris
Claim number:	030750702 - 801
Date of loss:	August 18, 2023
Loss location:	Augusta, MONTANA

Please sign the attached releases, have your signature witnessed and return as soon as possible.

We will forward payment separately.

If you have questions, need to send correspondence, or require help with your claim, you can contact us quickly and easily:



Email:

Send an email or attachments to your claim file at 3j5vvhgvx2v5k@claims.usaa.com. Do not send private information via this channel.



Address:

USAA Claims Department
P.O. Box 33490
San Antonio, TX 78265



Fax:

1-800-531-8669

How to Contact Us

If you have questions, please contact us using one of the following options:



Phone: 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722



Fax: 800-531-8669

RECEIVED

MAR 11 2024

030750702 - DM-01776 - 801 - 3736 - 11

Lewis & Clark County
Public Works Dept.

126588-0921



Sincerely,

Nicholas

Nicholas
USAA MOUNTAIN STATES REGIONAL OFFICE
USAA General Indemnity Company

Attached: Release for Property Damage
Release And Settlement Agreement



USAA General Indemnity Company

RELEASE FOR PROPERTY DAMAGE

Member Name

Michael H Morris

Claim Number

030750702 - 801

Date of Loss

08/18/2023

FOR AND IN CONSIDERATION of the payment to me/us of the sum of Twenty Five Thousand Dollars (\$25,000.00), the receipt of which is hereby acknowledged, I/we, being of lawful age, do hereby release, and forever discharge Michael H Morris from all liability for damages to any and all property resulting from Collision occurring on or about August 18, 2023, at or near Augusta, MT.

It is expressly understood that this release applies only to liability for the property damage which arose from the above-stated event and that this release does not affect any other rights, causes of action, or demands that the releaser may have for other damages, including but not limited to personal injury claims, or other claims that have or may arise out of the other events or contacts.

IT BEING FURTHER AGREED AND UNDERSTOOD that this settlement is a compromise of a disputed claim and that the payment is not to be construed as an admission on the part of the party or parties hereby released of any liability whatever in consequence of said accident.

Executed at _____, this _____ day of _____, _____
City/State Day Month Year

Witnesses:

CAUTION: Read Before Signing

Signature

Legal Signature

Address

Print Name

Signature

Legal Signature

Address

Print Name



Overview of AmeriCorps VISTA Concept Papers. (Kellie McBride)

Presented By:

Summary:

The Commissioners will hear Criminal Justice Services report on the concept papers required to apply for AmeriCorps VISTAs to address two high priority Criminal Justice Coordinating Council goals with the start dates in October 2024.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Staff Report	Contract
<input type="checkbox"/> AmeriCorps VISTA Early Childhood Intervention Concept Paper	Contract
<input type="checkbox"/> AmeriCorps VISTA Jail Diversion Concept Paper	Contract

Kellie Goodwin McBride
CJS Director

(406) 447-8380 Office
kmcbride@lccountymt.gov



Law and Justice Center
406 Fuller Avenue
Helena, Montana 59623

Lewis and Clark County

Department of Criminal Justice Services
Criminal Justice Coordinating Council

STAFF REPORT

Date: March 26, 2024
To: Board of County Commissioners
From: Kellie McBride, Director, CJS
RE: Submission of Concept Papers for two AmeriCorps VISTA projects

County Commission Hearing: March 26, 2024 --- 9:00 a.m.

EXECUTIVE SUMMARY:

The Criminal Justice Coordinating Council's (CJCC) five-year strategic plan specifies that "To accomplish our goals, in all we do, we will: develop job descriptions for, budget for, and apply for AmeriCorps VISTAs and college interns, establish and promote job shadow opportunities for college students, and devote an intern and/or AmeriCorps VISTA to a minimum of one goal each semester.

To honor this CJCC directive, the County's Department of Criminal Justice Services (CJS) has identified two high priority CJCC goals needing research, community-outreach, and program design: a jail diversion program, and a comprehensive approach to early childhood criminal justice intervention. In collaboration with CJCC leaders and with the unanimous approval of the Citizens' Advisory Committee, CJS has completed the concept papers required to apply for two VISTAs with start dates in October 2024.

Jail diversion is one of the two identified priorities for a VISTA project. At their July 2023 strategic planning meeting, the CJCC selected jail diversion as one of their top three priorities. While there is great interest and motivation, none of the CJCC leaders can implement a diversion program on their own. The program needs to be researched, community providers need a voice, City and County attorneys need to be consulted, protocols must be put in place, base-line data gathered, partners put in place, and a formal program designed. CJS is requesting one VISTA for the jail diversion program.

Early childhood intervention is the second identified priority for a VISTA project. The 2017 voter-approved Jail Diversion and Risk Prevention Operations Levy specified early childhood intervention. While the County remains committed to ending generational system involvement, we have learned the system itself provides barriers that render many approaches and programs ineffective. A one-year deep dive spent, with a fresh lens, researching best practices, meeting with community partners, speaking with system involved parents, and hearing from criminal justice leaders will allow a VISTA the opportunity to synthesize, design, and propose an approach, or approaches, to supporting the affected children and families.

Both VISTAs' office space will be in the CJS offices, located in the Law and Justice Center. The newly renovated office space was designed with VISTAs and volunteers in mind. The 2025 CJS budget includes expenses for the VISTAs including office supplies, desk phone, work related mileage, computer, and rent.

Executive Summary:

Lewis and Clark County's Criminal Justice Coordinating Council, Citizens' Advisory Committee, and Department of Criminal Justice Services' shared mission is to improve the safety of the citizens of Lewis and Clark County and ensure the equitable and efficient treatment of defendants, offenders, and victims. The proposed VISTA project aligns with Economic Opportunity and Healthy Futures focus areas. The VISTA project will seek to research, design, and implement an early childhood intervention program and expects to benefit 20 economically disadvantaged families per month. One VISTA member will contribute to the goals of the project by performing activities such as research, community outreach, group facilitation, writing, and program design over the course of 12 months.

Need:

The unmet poverty-related community needs you propose to address using AmeriCorps VISTA resources.

"The impacts of having a criminal record and incarceration do not disappear after one generation; rather, they linger and pose residual consequences that reproduce disadvantage for their children's children and beyond. A person's experiences with childhood poverty as a result of having a parent with a criminal record often lead to poverty during their adult lives and of their children, continuing the multigenerational cycle." – American Progress, April 2020

The overwhelming majority of children with incarcerated parents have restricted economic resources available for their support. One study by PEW Charitable Trusts found that the family's income was 22% lower during the time a parent was incarcerated and 15% lower upon release back into the community. Another study, published in the Child and Adolescent Social Work Journal, found that a mother's incarceration was associated with greater economic detriment, especially if the father did not live with the family. This economic loss is often exacerbated if the child lives with a caregiver who is already responsible for other dependents or with a grandparent who lives on retirement income. A third study, in Social Science Quarterly, found that children of incarcerated parents systemically faced a host of disadvantages, such as monetary hardship; were less likely to live in a two-parent home; and were less likely to have stable housing.

Having an incarcerated parent is only one point on a continuum of criminal justice involvement. The full continuum can include law enforcement response to the home, arrest, pretrial release or pretrial detention, conviction, jail, probation, imprisonment, and parole. Children with parents in all phases of the system share the same risk factors and needs. Lewis and Clark County criminal justice leaders recognize the need for an early childhood intervention program, approach, or series of approaches to address these risk factors and needs across the continuum.

Between July 2020 and December 2023, Lewis and Clark County's Department of Criminal Justice Services (CJS) coordinated with staff from the County's Department of Public Health to provide parenting classes in the Detention Center and assist with treatment planning, stabilization, and family support and education to both the incarcerated parent(s) and the caregivers of the children in the community. This approach touched on some points of the criminal justice continuum; however, the County continued to recognize gaps. With the retirement of the Public Health employee assigned to the program, criminal justice leaders recognize the opportunity to evaluate the work done over 2-1/2 years, address gaps in services, re-imagine, and better design an approach or approaches to mitigate the impacts of system involvement, build family resilience, and reduce future criminal justice interactions for both caregivers and their children as they age.

The "Seventh Generation Principle" is founded on the ancient Native American philosophy that the decisions we make today have a ripple effect that impacts the future through the next seven generations. Based on this principle, the VISTA project will entail evaluating the effectiveness of program components implemented between July 2020 and December 2023, researching proven-effective and promising programs and approaches, meeting with system involved and effected families, researching existing community resources, and designing a comprehensive "7-Gen" program that touches on points of the continuum.

The related impact on the local beneficiary communities your project would serve, specifying if that includes systemically excluded racial and ethnic communities.

The 7-Gen program will impact a mostly economically disadvantaged community. This community resides across Lewis and Clark County and is disproportionately made up of individuals experiencing behavioral health disorders including poor mental health and substance misuse. In short, this is a population already enmeshed in poverty.

Based upon data reported by the Montana Department of Child and Protective Services, between 2013 and 2019, 20 Lewis and Clark children were removed from their parents and placed in the foster care system due to a parent being incarcerated. Seven of those children were adopted and 12 returned to the home from which they were removed (Montana ROMS data system).

Alarming for a community that is almost 94% Caucasian, a snapshot of those individuals currently under the authority of the Lewis and Clark County Detention Center looks much different than the US Census reported racial makeup of the County at large:

- 93.70% of Lewis and Clark County residents are Caucasian – 84.62% of those incarcerated are Caucasian.
- 3.90% of County residents are Hispanic – 4.70% of the incarcerated population are Hispanic.
- 2.10% of County residents are Native American – 6.84% of the incarcerated population are Native American.

- 0.50% of County residents are Black – 3.42% of the incarcerated population are Black.

The 7-Gen program will be designed with not only input and guidance from local criminal justice leaders, but also input guidance from local service providers who understand and work with families, poverty, addictions, mental health disorders, and systemic racism.

Why the needs are not currently being met.

In 2017, Lewis and Clark County voters approved a 15-year Jail Diversion and Risk Prevention Operations Levy with \$45,000 allocated annually to early childhood intervention. The County's Department of Criminal Justice Services (CJS) utilized these tax dollars to commission a synthesis and recommendations report from Bozeman based JG Research & Evaluation, followed by an interagency agreement with the County Public Health to provide Detention Center based parenting classes and connections to community resources upon release.

The recommendations from JG Research & Evaluation are great on paper and include implementation of parent-support programming in the Detention Center coupled with linkages to community-based services upon an individual parent's release. To facilitate these recommendations, CJS partnered with the County's Health Department who provided a staff member to provide structured Circle of Security® classes and recommend the Health Department's home visiting programs for the caretakers when the children were aged 0-3.

Roadblocks to success have included:

1. Length of Stay for Incarcerated Individuals: Most individuals booked into the Detention Center are released within three days with a bond of either Pretrial Services or cash. For individuals not immediately released, there is no definitive way to determine length of stay. Defendants detained pretrial with a cash bond may have a friend or family member post that bond at any time, may have bond-reduction hearing and be released pretrial, or may have their charges vacated. Consecutive classes like Circle of Security® miss the parents. A possible solution would be to offer one-on-one classes in the Detention Center and continue the series of classes for the individual parent, in the community, upon that parent's release. Another solution would be to forgo parenting classes in the Detention Center and connect all exiting parents with community-based classes.
2. Determining Parental Status: Determining if an incarcerated person has children is difficult. The Detention Center's list of booking questions was expanded to include parental status. The question was asked to determine if the defendant had children aged 0-3. For understandable reasons, many parents answered this question with a firm "no." Some parents were concerned that the State's Child Protective Services would become involved. Other parents, in arrears with court-ordered child support payments, were averse to answering affirmatively. Other parents found the arrest and booking experience overwhelming and struggled to answer any of the booking

- questions. Possible solutions to determining parental status might include conducting a one-on-one meeting with all newly booked individuals within 24 hours with a CJS staff member or community provider.
3. Connecting with the Caregiver: Along with the dilemma of determining parental status of incarcerated individuals, finding and engaging the children's caregivers has proven difficult. Again, a possible solution might be found in having a CJS staff member or community provider conduct a one-on-one meeting with all newly booked individuals within 24 hours.
 4. Tracking Parents, Caregivers, and Children After Release: During the time the County's Public Health Department provided Circle of Security® group classes in the Detention Center, tracking participating parents, after their release, for continuation of services proved difficult. Engagement in services by the parents and caregivers has not occurred. One possible solution would be to have a community provider conduct regular follow-up meetings over the course of a set number of years following release of the incarcerated parent.
 5. Multiple Providers and Staff: Overall family coordination and continued follow-up has not taken place. CJS staff, including the Education and Transition Coordinator and Case Manager, provide written release plans for those exiting the Detention Center. Public Health staff have provided parenting classes and connections to community-based parenting classes. Public Health home visiting staff have provided services to caregivers when possible. Individual service providers, including YWCA Helena, Head Start, and Florence Crittenton Home have provided services to parents and caregivers enrolled in their programs. This approach has proven disjointed. A possible solution would be to contract with one service provider to provide centralized coordination.

Overall, while the County remains committed to ending generational poverty and system involvement, the system itself provides barriers that render many approaches and programs ineffective. A one-year deep dive spent, with a fresh lens, researching best practices, meeting with community partners, speaking with system involved parents, and hearing from criminal justice leaders would allow an AmeriCorps VISTA the opportunity to truly synthesize, design, and propose an approach to supporting the children affected.

How your proposed project relates to the programming priorities outlined in the AmeriCorps VISTA Program Guidance of the current fiscal year.

Economic Opportunity: The design and implementation of the 7-GENERATIONS program will focus on economically disadvantaged families and the generational poverty associated with having a parent, or parents, involved in the criminal justice system. In addition to parent education, the program will connect parents and caregivers with housing or shelter resources, treatment, behavioral health services, and other community services. Lewis and Clark County's Criminal Justice Coordinating Council (CJCC) identified early childhood intervention as their top

priority in their 2017 public safety operations and management levy request to the voters. The VISTA will work with the Department of Criminal Justice Services, Sheriff's Office, Helena Police Department, the Courts, Public Defender's Office, County Attorney's Office, community providers, and others to lead in the design of a comprehensive early childhood intervention program for implementation in 2025.

The 7-GENERATIONS program addresses AmeriCorps VISTA's focus area of economic opportunity through the priority areas of Housing, Employment, and Federal Benefit access. Identified parents and caregivers involved in the criminal justice system will receive assistance in accessing shelter or housing, employment, and benefits including Medicaid, SNAP, SSDI, and WIC.

The 7-GENERATIONS addresses AmeriCorps VISTA's focus area of healthy futures through priority areas of access to health care and food security. Individuals with children and involved in the criminal justice system, through 7-GENERATIONS, will receive case management and assistance in accessing medical care, treatment, recovery services, and mental health services. Parents and caregivers will also be connected with the local food bank, Helena Food Share, and God's Love, which provides no-cost breakfast, lunch, and dinner seven days a week.

STRENGTHENING COMMUNITIES

Describe how you will ensure that the low-income community and the intended beneficiaries have involvement into your final project plan, execution of the project, and ongoing support.

The VISTA spearheading the research and design of the 7-GENERATIONS program will work under the umbrella of Lewis and Clark County's Department of Criminal Justice Services (CJS). Established in December 2017, CJS has implemented a robust Pretrial Services program and a misdemeanor probation program, PASS, for individuals with behavioral health disorders found guilty of their misdemeanor charge(s). Pretrial and PASS clients have Court ordered check-ins at the CJS offices and many of these clients are the same individuals who would benefit from healthy parenting approaches. Additionally, many former clients continue to stop at the CJS offices for a cup of coffee, a bag of food, and a warm welcome. The VISTA will have ample opportunity to meet with these clients throughout the day.

Ensuring a broader understanding and connection, the VISTA will be introduced to staff at YWCA Helena, Florence Crittenton Home, Head Start, and other agencies serving economically disadvantaged parents. The VISTA will work with these agencies to facilitate one-on-one interviews with system involved parents as well as focus groups when possible.

CJS staff will support the VISTA in meeting with system involved parents and caregivers throughout the research, design, and implementation of the program.

The VISTA will gather baseline data and work with CJS Program Analyst on the design and implementation of a satisfaction survey to measure program success and client experience on an ongoing basis.

A description of how the project will be designed to build long-term sustainability in your program to ensure it continues after VISTA resources end.

The members of Lewis and Clark County's Criminal Justice Coordinating Council (CJCC) identified early childhood intervention as top priority in their successful 2017 public safety operations and management levy request to the voters. The voter approved levy specifies \$45,000 annually for early childhood intervention. Chaired by a District Court Judge, the membership includes Justice of the Peace, Municipal Court Judge, County Commissioner, Helena Chief of Police, County Attorney, Sheriff, Chief Youth Probation Officer, Montana Department of Corrections, Managing Attorney Office of the Public Defender, City Commissioner, East Helena Chief of Police, Victim Advocate Representative, Citizen's Advisory Council Chair, and Public Health Officer. Additionally, the CJCC's five-year strategic plan specifies that "To accomplish our goals, in all we do, we will: develop job descriptions for, budget for, and apply for AmeriCorps VISTAs and college interns, establish and promote job shadow opportunities for college students, and devote an intern and/or AmeriCorps VISTA to a minimum of one goal each semester.

Support for an early childhood intervention program is strong throughout Lewis and Clark County's criminal justice system. This support is accompanied by questions and concerns. To raise the questions, the CJCC will create a 7-GENERATIONS Task Force to include members of the CJCC, members of their Citizens' Advisory Committee, staff from applicable departments and offices and Courts, individuals with lived experience, and community providers. The VISTA will coordinate and facilitate Task Force meetings and will meet individually with members of the Task Force.

Starting with lessons learned to date, the VISTA will lead in designing a multifaceted approach to working with incarcerated and system-involved parents and their children to mitigate the impacts of system involvement, build and improve family resilience, and reduce future system interactions by both caregivers and their children as they age. The approaches will focus on positive parent-child connections, connections to community services, preparing households for the return of system-involved parents, and parent support and education. Programming will be grounded in evidence-based restorative and trauma-informed practices of care.

The VISTA will assess whether the Lewis and Clark community needs more or different services or better connections between existing services. Initially, the VISTA will conduct a gaps assessment and needs analysis through talking with participants throughout the criminal justice system continuum. This landscape scan will include reviewing successes in other communities, interviews with key stakeholders, gathering of quantitative data, and other mixed-method, action-oriented, participant focused research approaches.

The landscape scan might include and is not limited to: Surveys of people entering the criminal justice system to determine how many children they have and who live with them including pregnancy status of self or partner, children's ages, genders, ethnicities, races, tribal connections, biological relationship, and custody arrangements. • Surveys of system-involved parent interest in participating in parenting education and support classes, home visiting-types of programs, reading-with-child, and other parent-child connection promotion programs during and after incarceration or related to assignment to Pretrial Services. • Surveys of locally available parenting education and support resources. • Assessment of the needs of incarcerated parents to improve their relationships with their children. • Assessment of viability of providing evidence-based parenting classes with incarcerated parents. • Assessment of needs of children of incarcerated parents. • Assessment of local Law Enforcement's willingness to train in trauma-informed arrest and related policies. • Determine baseline data to measure longitudinal progress toward goals. • Perform literature review of best practices in like-sized communities.

With the guidance and support of CJS staff, the VISTA will end their year with the implementation of a formal 7-GENERATIONS program including a timeline delineating next steps and future efforts, as well as action plans to gather data and measure success.

Implementation of the comprehensive strategies that will encapsulate 7-GENERATIONS is planned for 2025.

A summary of how your project will ultimately strengthen the community and bring individuals out of poverty.

The overall goal of 7-GENERATIONS is to develop strategies that assist children and families in breaking the intergenerational cycle of poverty and criminal justice system involvement.

Lewis and Clark County's Department of Criminal Justice Services (CJS) has a unique and critical opportunity to address systemic, multigenerational system involvement and income disparity, and prevent future interactions with the criminal justice system for vulnerable families in our community. This work, which will be collaborative in nature, has the potential for long-lasting impacts.

The 7-GENERATIONS program will address early childhood intervention across the non-linear criminal justice continuum: from a family members initial interaction with law enforcement, through the court and detention processes, and release or reentry back into the community. 7-GENERATIONS, as envisioned, will not simply be a parenting class. 7-GENERATIONS will connect system involved families with services that address the whole family including preventative education and treatment, recovery services, mental health services, access to healthy food, SNAP benefits, school readiness for the children, connections to the local community college, employment and housing assistance, WIC, and more.

By meeting the needs of the parents and caregivers, specifically targeting system involved parents of children ages 0-3, including pregnancy, the family dynamics are, in fact, changed for

the better. Providing trauma informed education and services for the parents and caregivers helps the whole family emerge from poverty.

ORGANIZATIONAL CAPACITY

Describe your organization's experience operating anti-poverty programming in the identified areas of activity.

The mission of Lewis and Clark County's Criminal Justice Coordinating Council (CJCC), Citizens' Advisory Committee (CAC), and Department of Criminal Justice Services (CJS) is to improve the safety of the citizens of Lewis and Clark County and ensure the equitable and efficient treatment of defendants, offenders, and victims.

While anti-poverty is not named at the forefront of the CJS programming, all CJS programs inherently address poverty. The research based Pretrial Services Program allows judges to assign defendants to the Program in lieu of cash bond ensuring release equity not tied to financial resources. The Post Adjudication Supervision Services (PASS) program allows individuals with behavioral health disorders, found guilty of their misdemeanor charges, to use time spent in treatment and services toward their Court fines and fees. Behavioral Health programs offered through CJS address the mental health and addiction disorders of individuals in the Detention Center, while case management services connect those individuals to services in the community. Additionally, CJS provides and facilitates life skills courses and chaplain services for the incarcerated population along with plans for continued community services upon release.

The connection between poverty and crime is strong. Estimates of the number of those living in poverty involved in the criminal justice system range from 66% to 80% (Athens County, Ohio, Reentry Task Force). The CJCC, CAC, and CJS's focus on thoughtful criminal justice reform directly addresses poverty.

Describe your organization's plan for managing the project, to include recruiting and supervising the VISTA member. Include the number of members you are requesting.

Lewis and Clark County is requesting one VISTA for the 7-GENERATION program. The VISTA's direct supervisor will be the Department of Criminal Justice Services' (CJS) Behavioral Health Programs Supervisor. The Supervisor will schedule weekly, formal meetings with the VISTA to review progress on research and design, provide guidance and mentoring, and look for ways to support the VISTA throughout the services year. Additionally, the CJS Director and all CJS staff will serve as mentors and guides for the VISTA. The VISTA will be formally introduced to all members of the Criminal Justice Coordinating Council (CJCC) and the Citizens' Advisory Committee.

The Department of Criminal Justice Services will work with the AmeriCorps VISTA program for guidance and direction in the recruitment effort. Additionally, Lewis and Clark County's Human Resources Department will provide assistance.

Describe your organization's ability to contribute financially to the VISTA living allowance.

The Department of Criminal Justice Services has not budgeted to contribute financially to the VISTA living allowance.

Describe how other staff or volunteers will be involved in the project. Indicate what resources you will provide.

The 12 Department of Criminal Justice Services (CJS) staff members work as a team on new and existing programs and projects. The staff consists of a Director, Behavioral Health Supervisor, Therapist, Licensed Addictions Counselor, Case Manager, Education and Transition Coordinator, four Pretrial and Misdemeanor Probation Officers, Program Analyst, and one Court Services Assistant. All staff work, in some fashion, with the population targeted through the envisioned 7-GENERATION program.

The VISTA's office space will be in the CJS offices, located in the Law and Justice Center. The newly renovated office space was designed with VISTAs and volunteers in mind. The 2025 CJS budget includes expenses for the 7-GENERATION VISTA's office supplies, desk phone, work related mileage, computer, and rent.

CJS staff will introduce the VISTA to the members of the Criminal Justice Coordinating Council (CJCC), Citizens' Advisory Committee (CAC), and community providers. The 15 member CJCC's membership is position dependent and is comprised of: District Court Judge, Justice of the Peace, Municipal Court Judge, County Commissioner, City of Helena Police Chief, County Attorney, County Sheriff, Chief Youth Probation Officer, Montana Department of Corrections, Managing Attorney Office of the Public Defender, City of Helena Commissioner, City of East Helena Chief of Police, Victim Advocate Representative, Public Health Officer, and the Chair of the Citizens' Advisory Committee. The CAC is comprised of up to 15 citizen members and includes family members of system involved individuals, individuals with lived experience, and community members interested in effecting thoughtful criminal justice reform.

Executive Summary:

Lewis and Clark County's Criminal Justice Coordinating Council, Citizens' Advisory Committee, and Department of Criminal Justice Services' shared mission is to improve the safety of the citizens of Lewis and Clark County and ensure the equitable and efficient treatment of defendants, offenders, and victims. The proposed VISTA project aligns with Economic Opportunity and Healthy Futures focus areas. The VISTA project will seek to research, design, and implement a criminal justice system diversion program and expects to benefit 30 economically disadvantaged individuals per month. One VISTA member will contribute to the goals of the project by performing activities such as research, community outreach, group facilitation, writing, and program design over the course of 12 months.

Need:

The unmet poverty-related community needs you propose to address using AmeriCorps VISTA resources.

"Poverty is criminalized when state and local policy choices trap people in the criminal legal system for engaging in activities to survive, such as driving without a license, being forced to sleep outside, or being unable to pay outstanding fines and fees." Vera Institute of Justice, 2022

The idea for a jail diversion program holds promise as a way for law enforcement and the greater criminal justice system to respond to public order issues stemming from unaddressed poverty, public health, and human services needs. Through the implementation of a jail diversion program, individuals experiencing addiction, untreated mental illness, houselessness, and extreme poverty will be treated through a public health framework that reduces reliance on the formal criminal justice system. At the request of the Chief of Police, the Detention Center Captain, the Municipal Court Judge, and the Office of Public Defenders, the program will draw from research-based models implemented throughout the United States and will be designed with guidance and input from key criminal justice stakeholders throughout Lewis and Clark County.

Imagine the same scenario played out in two different ways: one without a diversion program and one with a robust program. In the first scenario, without a diversion program, law enforcement is called to address a non-violent misdemeanor charge. The individual in question is unsheltered, has a substance misuse disorder and suffers from a mental health disorder. The responding police officer recognizes the individual because this is the sixth time in two weeks they have responded to a call-for-service for this person. While the original call was for a misdemeanor, the individual becomes agitated and rather than writing a citation, the situation

escalates, and the individual is arrested and booked into the already overcrowded Detention Center.

In the second scenario, the scenario with a diversion program, law enforcement is called to address the same non-violent misdemeanor charge. The officer recognizes the unmet needs experienced by the individual and calls for a case manager or a peer advocate. Rather than the situation escalating, the responding case manager intercedes and begins working with the individual in need. The individual is diverted from the Detention Center and into services, which may include shelter or housing, a warm meal, and behavioral health treatment. The officer may have written a citation, and the advocate will work with the individual to ensure they appear in the Municipal Court Judge's Community Court.

Home to Montana's Capitol City of Helena, Lewis and Clark County is not immune to poverty, behavioral health disorders, or houselessness. While poverty is not a crime, those living in poverty can be at higher risk for interactions with law enforcement. Helena Police Department officials cite calls-for-service for alleged misdemeanor crimes among the community's houseless population as an example. A call-for-service for possible trespassing has the potential to escalate from a warning to a written citation to an arrest. A non-crisis situation involving an individual living with a behavioral health disorder and uniformed law enforcement can quickly become a crisis.

Helena Police Chief Brett Petty states officers address complaints about unhoused individuals on a case-by-case basis. One of the most frequent community complaints involves people camping in city parks. A goal of the department is to make sure the parks are usable and safe for everyone in Helena. "I think the main thing here is being unsheltered, being homeless, being considered transient is not illegal," Chief Petty said. "Just because you don't have a house doesn't mean you're a criminal, and that's the way we treat it. Now if you're camping in the park, there's an ordinance saying that you can't, but we have to work with those folks because they don't have other places to go."

The 2023 county-wide Point In Time survey, a survey conducted each January to count sheltered and unsheltered people experiencing houselessness on a single night, officially documented 164 unsheltered people in the Helena area. That is almost a 13% increase over the 2022 survey. And the 2024 numbers, not yet officially released, are rumored to reflect another large increase.

In early November, deputies with the Lewis and Clark County Sheriff's Office cleared out a homeless encampment a few miles south of downtown Helena, displacing those who called the camp their home. Since then, new camps made up of tents and tarps have popped up within the city parks, on sidewalks and in alleyways, sparking community concerns about public safety while also highlighting the growing unsheltered crisis.

Rather than continue this cycle of poverty throughout the criminal justice system, Lewis and Clark County intends to partner in a collaborative, research-based process to design, develop, and formalize a robust diversion program, conceptually titled “INTERCEPT ONE.” Intercepts occur throughout the criminal justice system, with Intercept 0 being community services, Intercept 1 is law enforcement, Intercept 2 is arrest and booking, Intercept 3 is the jail and courts, Intercept 4 is reentry into the community, and Intercept 5 is probation and parole.

At Intercept One, local law enforcement wants the opportunity to divert individuals to services. The program will recognize the need for Law Enforcement to exercise their authority to divert individuals into community based, harm-reduction intervention programs when law enforcement recognizes a law violation has been driven by unmet poverty and behavioral health needs. In lieu of the normal criminal justice system cycle – arrest, booking, detention, prosecution, conviction, incarceration -- individuals may instead be referred into a trauma-informed intensive case management program where the individual will receive a wide range of supportive services and linkage to resources. County Attorneys, City Attorneys, Municipal Court Judges, Justices of the Peace, Public Defenders, and local law enforcement will contribute to the design of the program.

The related impact on the local beneficiary communities your project would serve, specifying if that includes systemically excluded racial and ethnic communities.

The INTERCEPT ONE program will impact a mostly unsheltered, or precarious sheltered community. This community is vastly centralized in the downtown area of Helena, Montana, and in pockets of “camps” in and outside of the Capital city. This community is disproportionately made up of individuals experiencing behavioral health disorders including poor mental health and substance misuse. In short, this is a population already enmeshed in poverty.

For those in poverty, involvement in the criminal justice system perpetuates poverty. Rather than connecting those in need to services and providing a hand-up, the system becomes a cycle of arrest, detention, court fines and fees, warrants issued for inability to pay, and arrest, and repeat. Money matters in the justice system. Those who can afford to post bond, are able to pay fines and fees, and can afford an attorney have an experience with the justice system both procedurally and qualitatively different than the experience of someone living in poverty.

Alarming for a community that is almost 94% Caucasian, a snapshot of those individuals currently under the authority of the Lewis and Clark County Detention Center looks much different than the racial makeup of the County reflected in the census:

- 93.70% of Lewis and Clark County residents are Caucasian – 84.62% of those incarcerated are Caucasian.
- 3.90% of County residents are Hispanic – 4.70% of the incarcerated population are Hispanic.

- 2.10% of County residents are Native American – 6.84% of the incarcerated population are Native American.
- 0.50% of County residents are Black – 3.42% of the incarcerated population are Black.

The INTERCEPT ONE program will be designed with not only input and guidance from local criminal justice leaders, but also input guidance from local service providers who understand and work with poverty, addictions, mental health disorders, and systemic racism.

Why the needs are not currently being met.

Leaders in Lewis and Clark County's criminal justice system have long discussed the need for a diversion program at Intercept One. At their July 2023 strategic planning meeting, the County's Criminal Justice Coordinating Council (CJCC) selected jail diversion as one of their top three goals.

While there is great interest and motivation, none of the CJCC leaders can implement a diversion program on their own. The program needs to be researched, community providers need a voice, City and County attorneys need to be consulted, protocols must be put in place, base-line data gathered, partners put in place, and a formal program designed.

There are diversion programs utilized nationally, including (Law Enforcement Assisted Diversion) LEAD and Citation In Lieu of Arrest. Some jurisdictions have case managers and Peer Support Specialists on their Police Departments' staff. Other jurisdictions select a local nonprofit to partner with their law enforcement. All these designs need to be explored to find the best fit for Lewis and Clark County, or the best amalgamation of fit.

An AmeriCorps VISTA will be the perfect center point to bring all voices together.

How your proposed project relates to the programming priorities outlined in the AmeriCorps VISTA Program Guidance of the current fiscal year.

The design and implementation of the INTERCEPT ONE program will focus on diverting economically disadvantaged individuals away from the criminal justice system and into housing or shelter, treatment, behavioral health services, and other community services. Lewis and Clark County's Criminal Justice Coordinating Council (CJCC) has identified diversion as one of their top three priorities. The VISTA will work with the Department of Criminal Justice Services, Helena Police Department, Sheriff's Office, the Courts, Public Defender's Office, County Attorney's Office, community providers, and others to lead in the design of a comprehensive diversion intervention for implementation in 2025.

The INTERCEPT ONE program addresses AmeriCorps VISTA's focus area of economic opportunity through the priority areas of Housing, Employment, and Federal Benefit access. Individuals diverted from the criminal justice system, through INTERCEPT ONE, will receive case management and assistance in accessing shelter or housing, employment, and benefits including Medicaid, SNAP, SSDI, and WIC.

The INTERCEPT ONE program addresses AmeriCorps VISTA's focus area of healthy futures through priority areas of access to health care and food security. Individuals diverted from the criminal justice system, through INTERCEPT ONE, will receive case management and assistance in accessing medical care, treatment, recovery services, and mental health services. The case manager will also connect these individuals with the local food bank, Helena Food Share, as well as God's Love, which provides no-cost breakfast, lunch, and dinner seven days a week.

STRENGTHENING COMMUNITIES

Describe how you will ensure that the low-income community and the intended beneficiaries have involvement into your final project plan, execution of the project, and ongoing support.

The VISTA spearheading the research and design of the INTERCEPT ONE program will work under the umbrella of Lewis and Clark County's Department of Criminal Justice Services (CJS). Established in December 2017, CJS has implemented a robust Pretrial Services program and a misdemeanor probation program, Post Adjudication Supervision Services (PASS), for individuals with behavioral health disorders found guilty of their misdemeanor charge(s). Pretrial and PASS clients have court ordered check-ins at the CJS office and many of these clients are the same individuals who would have benefited from a diversion program if there had been such a program. Additionally, many former clients continue to stop at the CJS office for a cup of coffee, a bag of food, and warm welcome. The VISTA will have ample opportunity to meet with these clients throughout the day.

Ensuring a broader understanding and connection, the VISTA will be introduced to staff and clients at God's Love Homeless Shelter and Good Samaritan's Our Place Drop-In Center. The VISTA will shadow Community Health Workers from St Peter's Health's Frequent Utilizers of Systems Engagement (FUSE) program where they will meet FUSE clients. Ride-alongs with Helena Police officers and Lewis and Clark County Sheriff's Deputies will also be coordinated for the VISTA.

The population served by INTERCEPT ONE is not a population that lends itself to task forces or focus groups. One-on-one meetings are most beneficial. However, if a group is possible, staff will support the VISTA in coordinating meetings. The VISTA will be supported in meeting with individuals throughout the research, design, and implementation of the program.

The VISTA will gather baseline data and work with CJS data analyst on the design and implementation of a satisfaction survey to measure program success and client experience on an ongoing basis.

A description of how the project will be designed to build long-term sustainability in your program to ensure it continues after VISTA resources end.

The members of Lewis and Clark County's Criminal Justice Coordinating Council (CJCC) have selected "Jail Diversion" as one of their top three goals. Chaired by a District Court Judge, the

membership includes Justice of the Peace, Municipal Court Judge, County Commissioner, Helena Chief of Police, County Attorney, Sheriff, Chief Youth Probation Officer, Montana Department of Corrections, Managing Attorney Office of the Public Defender, City Commissioner, East Helena Chief of Police, Victim Advocate Representative, Citizen's Advisory Council Chair, and Public Health Officer. Additionally, the CJCC's five-year strategic plan specifies that "To accomplish our goals, in all we do, we will: develop job descriptions for, budget for, and apply for AmeriCorps VISTAs and college interns, establish and promote job shadow opportunities for college students, and devote an intern and/or AmeriCorps VISTA to a minimum of one goal each semester.

Helena's Municipal Court Judge has advocated for a Community Court. Community Courts are community-centric court programs that connect economically disadvantaged individuals to supervised behavioral health treatment, alternative sanctions, and other community-based services. For individuals issued a citation, the INTERCEPT ONE program will combine diversion and Community Court into one seamless process.

Support for a diversion and deflection program is strong throughout Lewis and Clark County's criminal justice system. This support is accompanied by questions and concerns. To raise the questions, the CJCC will create an INTERCEPT ONE Task Force to include members of the CJCC, members of their Citizens' Advisory Committee, staff from applicable departments and offices and Courts, and individuals with lived experience. The VISTA will coordinate and facilitate Task Force meetings and will meet individually with members of the Task Force.

Implementation of the comprehensive diversion intervention program, INTERCEPT ONE, is planned for 2025.

A summary of how your project will ultimately strengthen the community and bring individuals out of poverty.

One program Lewis and Clark County plans to explore is the Law Enforcement Assisted Diversion (LEAD) program. LEAD is a community-based diversion approach for responding to low-level criminal offenses. A collaborative group of police, prosecutors, civil rights advocates, public defenders, political leaders, mental health and drug treatment providers, housing providers, business leaders, and neighborhood representatives in Seattle, Washington created LEAD in 2011.

To ensure local community needs are addressed through the design of INTERCEPT ONE, Lewis and Clark County criminal justice leaders do not expect to implement an "off the shelf" program, however these same leaders expect to incorporate aspects of LEAD into the final design of INTERCEPT ONE.

In a LEAD program, much like the envisioned INTERCEPT ONE program, police officers divert individuals who are driven by unmet behavioral health needs and suspected of one or more violations to community-based, harm reduction intervention. Instead of entering the criminal justice system, the diverted individuals enter a trauma-informed intensive case management

program that provides a wide range of support services, including housing and substance use disorder treatment. LEAD strives to reduce the number of individuals entering the criminal justice system for low-level offenses related to substance misuse, mental health, prostitution, and extreme poverty.

A 2015 study conducted by the University of Washington found that LEAD participants in Seattle (203 individuals) were 58 percent less likely to be arrested after entry into the program as compared to a control group (115 individuals) who went through the standard criminal justice process. By reducing recidivism rates, LEAD functions as a public safety program that can decrease the number of individuals arrested, incarcerated, or otherwise caught up in the criminal justice system cycle. Additionally, data collected by case managers indicates that the LEAD program helps to improve the health and well-being of individuals struggling with poverty, substance use disorders, and mental health problems. These promising findings led the National Institute of Justice to designate LEAD as a promising practice in 2016. (Legislative Analysis and Public Policy Association)

A 2017 analysis found that LEAD participants experienced an improvement in shelter and housing status and access to lawful income sources. Participants were 33% more likely to be connected to income and benefits after their LEAD involvement including income from legitimate employment as well as income from state and federal sources. Additional analyses showed housing and employment obtained during participants' LEAD involvement were associated significantly with less recidivism as measured by arrest. Overall, this evaluation provided promising indications that LEAD positively affects individuals and communities and slows the jail-to-street-to-jail revolving door. (Crime & Delinquency 1-17, 2017, Clifasefi, Lonczak, and Collins)

ORGANIZATIONAL CAPACITY

Describe your organization's experience operating anti-poverty programming in the identified areas of activity.

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and a parenting program for the incarcerated population along with plans for continued community services upon release.

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Describe your organization's plan for managing the project, to include recruiting and supervising the VISTA member. Include the number of members you are requesting.

Lewis and Clark County is requesting one VISTA for the INTERCEPT ONE program. The VISTA's direct supervisor will be the Department of Criminal Justice Services' (CJS) Behavioral Health Programs Supervisor. The Supervisor will schedule weekly, formal meetings with the VISTA to review progress on research and design, provide guidance and mentoring, and look for ways to support the VISTA throughout the services year. Additionally, the CJS Director and all CJS staff will serve as mentors and guides for the VISTA. The VISTA will be formally introduced to all members of the Criminal Justice Coordinating Council (CJCC) and the Citizens' Advisory Committee.

The Department of Criminal Justice Services will work with the AmeriCorps VISTA program for guidance and direction in the recruitment effort. CJS, the CJCC, and the Citizens' Advisory Committee will share the position with their professional organizations. Additionally, Lewis and Clark County's Human Resources Department will provide assistance.

Describe your organization's ability to contribute financially to the VISTA living allowance.

The Department of Criminal Justice Services has not budgeted to contribute financially to the VISTA living allowance.

Describe how other staff or volunteers will be involved in the project. Indicate what resources you will provide.

The 12 Department of Criminal Justice Services (CJS) staff members work as a team on new and existing programs and projects. The staff consists of a Director, Program Analyst, Behavioral Health Supervisor, Therapist, Licensed Addictions Counselor, Case Manager, Education and Transition Coordinator, four Pretrial and Misdemeanor Probation Officers, and one Court Services Assistant. All staff work, in some fashion, with the population targeted through the envisioned INTERCEPT ONE diversion program.

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Grant Award to Lewis and Clark Public Health from the Montana Department of Public Health and Human Services. (Sarah Sandau)

Presented By:

Summary:

The Commissioners will consider accepting the grant award from the Montana Department of Public Health and Human Services for the Healthy Montana Families Program in the amount of \$256,067.63. The grant period is from September 30, 2023 through September 29, 2024.

Legal Review Required:

**LEWIS AND CLARK COUNTY
GRANTS APPROVAL FORM**

Grant name: Healthy Montana Families

Grant/Contract number: 24-25-5-41-177-0

Funding source:

Federal Agency: HRSA/HHS

State Agency: DPHHS

ARRA funding? No

Award amount: \$256,067.63

Hard Match required:

Soft Match required:

Indirect Cost Rate amount: 10%

Grant/Contract Period: **Start:** 9/30/2023 **End:** 9/30/2024

Catalog of Federal Domestic Assistance number: 93.870

Separate fund needed for accounting purposes? Yes

Is this project in the current fiscal budget? Yes

If no, fill out and attach supplemental budget amendment form.

Are non federal assets (>\$15,000) going to be purchased? No

Are federal assets (>\$5,000) going to be purchased? No

Does Grant/Contract require interest to be earned? No

Grant/Contract based on: a reimbursement

Contact Person/Phone number: Sarah Sandau 457-8960

County Department: Health Department

County Assigned Project number: HMFP24 & HFARP2

Salaries to be paid by grant? Yes

ATTACHMENTS:

Description	Type
 Contract with DPHHS	Contract

TASK ORDER 22-25-5-41-177-0 AMENDMENT TWO
DOA-SPB PHH22-0357R-O
TO THE MASTER AGREEMENT
HHS-PHSD-00000525
EFFECTIVE JULY 1, 2019 TO JUNE 30, 2026
BETWEEN THE STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
AND LEWIS & CLARK COUNTY HEALTH DEPARTMENT

HEALTHY MONTANA FAMILIES

This Task Order Amendment is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, MT 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Lewis & Clark County Health Department ("Contractor"), whose federal ID number, UEI, mailing address, and phone number are 81-6001383, LV3VYFCZSK88, 1930 9th Ave., Helena, MT 59601 and (406) 457-8958; respectively (collectively, the "Parties").

Effective September 30, 2023 this Task Order is amended as follows. Existing language has been struck; amended language underlined.

DPHHS Agency invoice number ~~23-25-5-41-177-0~~ 24-25-5-41-177-0

SECTION 4: EFFECTIVE DATE AND PERIOD OF PERFORMANCE, will be amended as follows:

Performance of this task order shall begin October 1, 2021 and the services provided pursuant to Section 3 must be completed by September 29, 2023 2024. All reports and deliverables required by Sections 3 and 5 below must be received by the dates noted. This is the second renewal, third year of the Task Order. The Task Order, including any renewals, may not exceed seven (7) years.

SECTION 5: COMPENSATION, will be amended as follows:

A. In consideration of the services provided through this contract, the Department will pay the Contractor up to \$232,422 for ~~Federal Grant Year 2021 (9/30/2021 — 9/29/2022) GY22 (9/30/2022 — 9/29/2023)~~, contract period of 9/30/2023 to 9/29/2024 as follows for the services outlined in Section 3.

1. American Rescue Plan Act (ARPA) Prior Year Funding Supplement

The total available for ARPA funded Healthy Montana Families activities for FGY22 is to be \$532.95 and is dependent upon utilization of services and / or available funding. The Contractor will invoice the Department for ARPA funded activities separately from other non-ARPA funded activities. Due to spending timelines for American Rescue Plan funding, the remaining balance for service rendered.

2. ARPA Current Year Funding Supplement

Supplemental funding of \$23,112.68 will be available for additional activities required to respond to the COVID-19 Public Health Emergency for FGY23. These activities are more specifically described in Attachment 1: Policy and Procedure on Spending ARPA Funds. The Contractor will invoice the Department for ARPA funded activities separately from other non-ARPA funded activities using the template provided and attached as Attachment 2: ARPA Expenditure Report. Due to spending timelines for American Rescue Plan funding, this funding must be spent on activities performed between September 30, 2023, and September 30, 2024.

B. and C. will remain unchanged.

SECTION 6: SOURCE OF FUNDS AND FUNDING CONDITIONS, will be amended as follows:

A. and B. will remain unchanged.

C. ~~The total payment under this contract may not exceed \$127,932.00 for Federal Grant Year 2021 (9/30/2021 – 9/29/2022), and up to \$127,932 for FGY22 (9/30/2022 – 9/29/2023) and is contingent upon receipt of funding from the United States Department of Health and Human Services and the Contractor's provision of HMF services as outlined in this contract. The source of funding for this contract is from the Maternal, Infant, and Early Childhood Home Visiting Program, CFDA's 93.505 and 93.870 through the Health Resources and Services Administration, United States Department of Health and Human Services, and Montana State General Fund and the Tobacco Trust Settlement Fund.~~

\$232,422.00 will be split 25/75 for Federal Grant Year 2022 and 2023
\$532.95 for ARP Act 1 funding
\$23,112.68 for ARP Act 2 funding
Total contract funding not to exceed \$256,067.63

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

1. Sub recipient name: Lewis & Clark County
2. Sub recipient Unique Entity Identifier: LV3VYFCZSK88
3. FAIN number: X1043592 X1050312 (FGY23)
4. Federal award date: 9/7/2021-8/29/2023
5. Federal award start and end date: 9/30/2021 – 9/29/2023-9/30/2023 – 9/29/2025
6. Total amount of funds obligated with this action: ~~\$58,106.00~~ \$174,317.00
7. Amount of funds obligated to sub recipient: ~~\$58,106.00~~ \$174,317.00
8. Total amount of the federal award: ~~\$4,389,895.00~~ \$5,044,814.00
9. Project description: Healthy Montana Families Home Visiting Program
10. Awarding agency/pass-through entity/contact info: ~~Montana DPHHS~~ HHS-HRSA; MT DPHHS-ECFS Division; (866) 239-0458
11. CFDA/ALN number/name: 93.870
12. Research and Development: No
13. Indirect cost rate: ~~The State of Montana, DPHHS has a federally approved cost allocation plan.~~
N/A

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

1. Sub recipient name: Lewis & Clark County
2. Sub recipient Unique Entity Identifier: LV3VYFCZSK88
3. FAIN number: X1046875 (FGY22)
4. Federal award date: 9/2/2022
5. Federal award start and end date: 9/30/2022 – 9/29/2024
6. Total amount of funds obligated with this action: ~~\$174,317.00~~ \$58,106.00
7. Amount of funds obligated to sub recipient: ~~\$174,317.00~~ \$58,106.00
8. Total amount of the federal award: \$4,349,780.00
9. Project description: Healthy Montana Families Home Visiting Program
10. Awarding agency/pass-through entity/contact info: Montana DPHHS HHS-HRSA; MT DPHHS-ECFS Division; (866) 239-0458
11. CFDA/ALN number/name: 93.870
12. Research and Development: No
13. Indirect cost rate: ~~The State of Montana, DPHHS has a federally approved cost allocation plan.~~ NA

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

1. Sub recipient name: Lewis & Clark County
2. Sub recipient Unique Entity Identifier: LV3VYFCZSK88
3. FAIN number: X1141940 (ARP1)
4. Federal award date: 04/30/2021
5. Federal award start and end date: 04/30/2021 – 9/30/2023
6. Total amount of funds obligated with this action: \$532.95
7. Amount of funds obligated to sub recipient: \$532.95
8. Total amount of the federal award: \$405,070.00
9. Project description: Healthy Montana Families Home Visiting Program
10. Awarding agency/pass-through entity/contact info: HHS-HRSA; MT DPHHS-ECFS Division; (866) 239-0458
11. CFDA/ALN number/name: 93.870
12. Research and Development: No
13. Indirect cost rate: NA

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

1. Sub recipient name: Lewis & Clark County
2. Sub recipient Unique Entity Identifier: LV3VYFCZSK88
3. FAIN number: X1145279 (ARP2)
4. Federal award date: 02/26/2023
5. Federal award start and end date: 12/01/2021-09/30/2024
6. Total amount of funds obligated with this action: \$23,112.68
7. Amount of funds obligated to sub recipient: \$23,112.68
8. Total amount of the federal award: \$832,503.00
9. Project description: Healthy Montana Families Home Visiting Program
10. Awarding agency/pass-through entity/contact info: HHS-HRSA; MT DPHHS-ECFS Division; (866) 239-0458
11. CFDA/ALN number/name: 93.870
12. Research and Development: No

13. Indirect cost rate: NA

SECTION 9: SCOPE OF TASK ORDER, will be amended as follows:

This Task Order including Amendments One through Three, and Four, this document.

Attachment A: ~~expressly referenced as~~ Monthly Implementation Site Report
Attachment B: ~~expressly referenced as~~ Monthly Expenditure Report Amendment Four
Attachment C: ~~expressly referenced as~~ CQI Storyboard & PDSA cycles
Attachment D: ~~expressly referenced as~~ Monitoring Tool
Attachment E: ~~expressly referenced as~~ Statements of Agreement
Attachment F: Policy and Procedure on Spending ARPA Funds Amendment Four
Attachment G: ARPA Expenditure Report Amendment Four
Attachment H: Annual FFATA Amendment Four

AUTHORITY TO EXECUTE

Each of the parties represents and warrants that this Task Order Amendment Four is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order 22-25-5-41-177-0 including Task Order Amendments One through Three. ~~This Task Order Amendment consists of four (4) numbered pages in addition to any required attachments.~~

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Tracy Moseman, Division Administrator

BY: _____ Date: _____
Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, OFFICE OF LEGAL AFFAIRS

Approved as to Legal Content:

BY: _____ Date: _____
Mark Prichard, Attorney

MONTANA DEPARTMENT OF ADMINISTRATION, STATE PROCUREMENT BUREAU

Approved as to Form:

BY: _____ Date: _____
Kristi L. Hernandez, Contract Officer

LEWIS & CLARK COUNTY

By: _____ Date: _____
Lewis & Clark County Commissioner

Attachment B

Monthly Expenditure Report Amendment Four

Monthly Expenditure Report - Budget A Formula Funding

Contractor:	
Contract or Task Order Number:	
Submit report to:	

Invoice Month	Sep-23	<<< Select Dropdown
Budget Category	Amount Expended	Narrative describing expenditures in detail for each budget category
Personnel & Fringe	\$ -	
Audit		
Communications		
Dues & Subscriptions		
Insurance		
Occupancy	\$ -	
Operations	\$ -	
Supplies & Equipment	\$ -	
Travel	\$ -	
Professional Development		
Contracted Services		
Administration		
Indirects		
Total Expenditures	\$ -	

Contractor Approval

REQUIRED SIGNATURES (may be original or electronic)

The signatures below should be for two different people.

Fiscal Officer Signature

Date

Authorized Representative Signature

Date

STATE USE	
Date report received:	
Amount of \$ released prior to report	\$ -
Feedback to site needed (Yes or No)	
Approved by financial specialist (date and initials):	
Approved by program manager (date and initials):	
Notes:	
Funding released	\$ -

Occupancy

Agreement	Amount	Description
Total	\$ -	

*Use a Separate Expenditure Report for each Subcontractor

Contractual Guidance: Contractual costs are typically for services that are paid out of the main contract to someone providing a service. Applicants are responsible for ensuring that their organization or institution has in place an established and adequate procurement system with fully developed written procedures for awarding and monitoring all contracts. Applicants must provide a clear explanation as to the purpose of each contract, how the costs were estimated, and the specific contract deliverables.

Operations

Item & Description	Amount
Total	\$ -

Operations Guidance: This category is for other expenses that do not fit in the other categories. Provide an explanation of each cost in this category. Utilities, insurance and other business operations that fall under this category if they are not included with the administrative costs. This category includes administrative costs, which are costs incurred for common or joint objectives which cannot be readily identified but are necessary to the operations of the organization, e.g., the cost of operating and maintaining facilities.

Travel

[illegible]

Name	Number of Days	Conference Cost	Travel Cost	Per Diem Meals	Per Diem Lodging	Total	Description of Travel *
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						Total	-

Professional Training

Name	Number of Days	Course Cost	Total	Description of Training
			-	
			-	
			-	
			-	
			-	
			-	
		Total	-	

Mileage

Name	Miles	Rate Per Mile	Total	Description of Training
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
		Total	-	

Other Travel Cost	
--------------------------	--

Item	Cost	Description of Cost
Total	-	

Total Travel	-
---------------------	---

***Include what each travel charge is for in the description (training, meeting, etc)**

MOM-POL-Employee Travel, Lodging Rates, Mileage Reimbursement, & Meal Allowances

State Per Diem Rates

Travel Guidance: Report all travel that occurred in the month and associated costs.

Description Examples:

- Mileage for home visits, 224 miles. Quarterly Meeting travel for 2 people: 2 night hotel, per diem was for 3 days.
- Travel expenses for training in St. Louis, MO, which includes airfare, accommodations, per diem, registration, and training costs.

Supplies (less than \$5,000)

Item	Amount
Total	\$ -

Grand Total:	\$ -
---------------------	-------------

*List supplies separately

Supplies Guidance: Describe all supplies purchased in the month and note how and when purchased supplies are related to the model guidance and/or activities. "Office supplies" is not descriptive enough; more detail must be included about what was purchased (markers, toner, pens, paper, etc.).

Equipment (\$5,000 or more)

Item (Month of Purchase)	Amount
Total	\$ -

Equipment Guidance: All equipment and other capital purchases of \$5,000 or more must receive prior approval 45 CFR 75.439, 2 CFR 200.439(b)2. Asset recording: The initial invoice will have the amount in Column 'E' above. Afterward, move the amount to the description in parenthesis {Xerox Printer JUN23 (\$6,000)} and Zero in the amount. This is how the equipment list will be maintained.

Salaries

Name	Position	FTE (%)	Salary Y/N	Hourly Rate	Hours	Amount
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total						\$ -
Total Fringe:						\$ -
Grand Total						\$ -

*Please include pay period dates in the narrative and note anything out of the ordinary ie.

Nov is a 3 pay period month

Salaries Guidance: List all staff funded (supervisors, administrative, support staff, data entry) under the contract. Include FTE, job title/position funded under the grant, and hourly rate or salary. The hours/time reflected in the costs should reflect actual time worked.

Fringe*

Name	Position	FTE	Amount
		Total	\$ -

*Include explanation of what fringe consists of in narrative and the percentage it is budgeted for.

Fringe Guidance: List all fringe benefits for all staff funded with funding source being reported.

Reporting in Narrative Example:

- Employee benefits are calculated at 30% of salary/wage costs and include health care costs, life insurance, retirement benefits, sick leave, vacation, and personal leave.

Attachment F

Policy and Procedure on Spending ARPA Funds Amendment Four

2.9 AMERICAN RESCUE PLAN GRANT FUND ALLOWABLE EXPENSES

BACKGROUND

The Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program, a federally funded program through Health Resources and Services Administration (HRSA) provides pregnant women and families living in communities at risk for poor maternal and child health outcomes the necessary resources and skills to raise children who are physically, socially, and emotionally healthy and ready to succeed.

American Rescue Plan (ARP) provided MIECHV additional fundings due to the COVID-19 [public](#) health emergency. The award allows for flexible support for LIAs and families receiving home visiting services.

PURPOSE

Healthy Montana Families (HMF) was approved for additional funds based on allowable categories of Workforce Retention, Emergency Supplies, Technology Supplies, Prepaid Grocery Cards, and Staff Development. This policy may require updating based on the requirements related to funds or to any additional ARP funds issued.

This policy outlines the type of expenses that are allowable for reimbursement related to prepaid grocery cards, emergency supplies, technology supplies, and staff development for a HMF Home Visiting Local Implementing Agency (LIA) as outlined in the ARP regulations and the State of Montana guidelines. The other approved categories: ARP Workforce Incentive and Retention are part of a different policy and procedure.

POLICY

1. Each LIA is allowed to spend their approved budgeted amount on the four categories: Prepaid Grocery Cards, Emergency Supplies, Technology Supplies, and Training and associated travel expenses for pre-approved staff development.
 - a. Allowable expenses are reimbursed based on what is allowed by ARP [regulations](#) and the amount HMF was awarded.
2. HMF reserves the right to deny funding for allowable expenses in the proposed budgeting process with LIAs prior to contract finalization.
3. HMF reserves the right to reject funding for items that are purchased without preapproval.
4. Only currently enrolled families qualify to receive grocery cards, emergency supplies, or technology items.
5. HMF was approved for the disbursement of ARP funds for Prepaid Grocery Cards.
 - a. The value of grocery cards is not to exceed twenty-five dollars (\$25) per card.

- b. LIA shall obtain a signature from the family stating it will not be used for alcohol, tobacco products of any kind, or firearms and must be used for the purpose that was intended and identified between the home visitor and client and keep this on file.
 - c. How and to whom the grocery cards are distributed is up to the LIA.
 - d. The total amount spent on grocery cards is based on the approved budget amount and it is up to the LIA how much they choose to spend on this category.
 - e. The amount spent on grocery cards must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form.
 - f. Please note what is allowed in this policy for purchase by ARP funds is different than what is allowed by HMF Allowable Expenses Policy.
- 6. HMF was approved for disbursement of ARP funds for Emergency Supplies provided to families.
 - a. These supplies may be purchased by the LIA for distribution or by providing the client with a prepaid card to purchase the necessary item(s).
 - b. If the LIA chooses to distribute prepaid gift cards rather than provide items directly, LIA must follow the requirements above for prepaid grocery cards.
 - c. LIAs will notify the HMF Program Specialist of their plans for emergency supplies and will be approved by HMF prior to purchasing and distributing to families.
 - d. The amount spent on emergency items must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form.
- 7. HMF was approved for disbursement of ARP Funds for Technology Supplies provided to LIAs to support the data capabilities of families and home visitors.
 - a. These items may be purchased by the LIA and distributed as needed.
 - b. LIAs will notify the HMF Program Specialist of their plans for technology supplies and will be approved by HMF prior to purchasing and distribution.
 - c. The amount spent on technology items must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form
- 8. HMF was approved for disbursement of ARP funds for professional training for LIA's HMF funded staff.
 - a. Professional training funds may be spent on:
 - i. Registration fees
 - ii. Attendance costs such as travel, lodging, per diem.
 - b. LIAs must receive prior approval from HMF state staff for all professional development requests funded with federal or state funds.
 - c. LIAs shall provide documentation of specific completed professional development in the form of receipts included with the Monthly Expenditure Report, curriculum outlines of trainings, and training roster or records related to the training, upon request by HMF staff or during site review.
 - d. HMF will not reimburse for any professional development that did not receive prior written approval by HMF staff. Written prior approval may be via email.

- e. The amount spent on professional training must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form and accompanied with all receipts.

PROCEDURE

1. LIA must submit the HMF Monthly American Rescue Plan (ARP) Expenditure Report form to the HMF Program Specialist by the 30th of each month.
 - a. The form needs to be complete to be approved for reimbursement.
 - b. Completed forms are submitted to the HMF Program Specialist
 - c. Forms must be submitted monthly until Supplemental ARP Contract dollars are expended and/or until the final date the funds may be expended.
2. It is recommended that LIAs have a process for compliance and tracking the use of Prepaid Grocery Cards for their own accounting purposes.
 - a. According to HRSA: a best practice for compliance with the use of prepaid grocery cards is to obtain a signed statement by the enrolled family acknowledging and agreeing to the purpose(s) of and restrictions on prepaid grocery card use. HRSA does not require, nor does it encourage, recipients to collect further usage information (such as receipts) from enrolled families.
3. It is recommended that all prepaid cards will be individually tracked as to who they were distributed to and by whom for LIA internal control, accounting, and auditing purposes.
 - a. HMF may request this information at any time.
4. HMF has assigned one Program Specialist to oversee the ARP funds disbursement process: Abbie Chermack Abbrah.Chermack@mt.gov 406-444-0041

DEFINITIONS

ARP Emergency Supplies: According to the legislation, this includes:

- Diapers and diapering supplies, including diaper wipes and diaper cream, necessary to ensure that a child using a diaper is properly cleaned and protected from diaper rash
- Infant [formula](#)
- Personal protective equipment
- Food and water
- Hand soap and hand sanitizer
- At-home COVID-19 test kits (for families and home visitors).
- See [MIECHV ARP FAQs](#) for details.

ARP Technology Supplies: As HMF defined in approved grant submission, this covers [technology](#) items to support LIAs technology needs as related to COVID-19 in implementing home visiting services. This includes:

- Hot Spots
- Data Cards
- Tablets
- Updating HIPPA-Compliant Software

REFERENCES

[American Rescue Plan Act of 2021 \(P.L. 117-2\)](#)

[American Rescue Plan \(ARP\) Act Awards: Maternal, Infant, and Early Childhood Home Visiting \(MIECHV\) Program Frequently Asked Questions \(FAQs\)](#)

HMF Monthly American Rescue Plan (ARP) Expenditure Report Form

HMF Allowable Expenses Policy

ARPA ALLOWABLE EXPENSES
HEALTHY MONTANA FAMILIES
EFFECTIVE DATE 11/01/2021
Updated 04/11/2022

Attachment G

ARPA Expenditure Report Amendment Four

Monthly Expenditure Report - Budget B ARPA Supplemental Funding

Contractor:	
Contract or Task Order Number:	
Submit report to:	

	Invoice Month	Sep-23	<<< Select Dropdown
	Budget Category	Amount Expended	Narrative describing expenditures in detail for each budget category
	Personnel & Fringe	\$	
	Audit		
	Communications		
	Dues & Subscriptions		
	Insurance		
	Occupancy	\$	
	Operations	\$	
	Supplies & Equipment	\$	
	Travel	\$	
	Professional Development		
	Contracted Services		
	Administration		
	Indirects		
Total Expenditures		\$ -	

Contractor Approval

REQUIRED SIGNATURES *(may be original or electronic)*

The signatures below should be for two different people.

Fiscal Officer Signature Date

Authorized Representative Signature Date

STATE USE	
Date report received:	
Amount of \$ released prior to report	\$ -
Feedback to site needed (Yes or No)	
Approved by financial specialist (date and initials):	
Approved by program manager (date and initials):	
Notes:	
Funding released	\$

Occupancy

Agreement	Amount	Description
Total	\$ -	

*Use a Separate Expenditure Report for each Subcontractor

Contractual Guidance: Contractual costs are typically for services that are paid out of the main contract to someone providing a service. Applicants are responsible for ensuring that their organization or institution has in place an established and adequate procurement system with fully developed written procedures for awarding and monitoring all contracts. Applicants must provide a clear explanation as to the purpose of each contract, how the costs were estimated, and the specific contract deliverables.

Operations

Item & Description	Amount
Total	\$ -

Operations Guidance: This category is for other expenses that do not fit in the other categories. Provide an explanation of each cost in this category. Utilities, insurance and other business operations that fall under this category if they are not included with the administrative costs. This category includes administrative costs, which are costs incurred for common or joint objectives which cannot be readily identified but are necessary to the operations of the organization, e.g., the cost of operating and maintaining facilities.

Travel

Conferences and Per Diem

Name	Number of Days	Conference Cost	Travel Cost	Per Diem Meals	Per Diem Lodging	Total	Description of Travel *
						-	
						-	
		Total				-	

Professional Training

Name	Number of Days	Course Cost	Total	Description of Training
			-	
			-	
			-	
		Total	-	

Mileage

Name	Miles	Rate Per Mile	Total
			-
			-
			-
		Total	-

Travel Guidance: Report all travel that occurred in the month and associated costs.

Narrative Examples:

- Mileage for home visits, 224 miles. Quarterly Meeting travel for 2 people: 2 night hotel, per diem was for 3 days.
- Travel expenses for training in St. Louis, MO, which includes airfare, accommodations, per diem, registration, and training costs.

Other Travel Cost

Item	Cost	Description of Cost
Total	-	
Total Travel	-	

*Include what each travel charge is for in narrative (training, meeting, etc)

Supplies (less than \$5,000)

Item	Amount
Total	\$ -

Equipment (\$5,000 or more)

Item (Month of Purchase)	Amount
Total	\$ -

Grand Total: \$ -

*List supplies separately

Supplies Guidance: Describe all supplies purchased in the month and note how and when purchased supplies are related to the model guidance and/or activities. "Office supplies" is not descriptive enough; more detail must be included about what was purchased (markers, toner, pens, paper, etc.).

Equipment Guidance: All equipment and other capital purchases of \$5,000 or more must receive prior approval 45 CFR 75.439, 2 CFR 200.439(b)2. Asset recording: The initial invoice will have the amount in Column 'E' above. Afterward, move the amount to the description in parenthesis {Xerox Printer JUN23 (\$6,000)} and Zero in the amount. This is how the equipment list will be maintained.

Salaries

Name	Position	FTE (%)	Salary Y/N	Hourly Rate	Hours	Amount
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total						\$ -

Total Fringe:	\$ -
---------------	------

Grand Total	\$ -
-------------	------

*Please include pay period dates in the narrative and note anything out of the ordinary ie.

Nov is a 3 pay period month

Salaries Guidance: List all staff funded (supervisors, administrative, support staff, data entry) under the contract. Include FTE, job title/position funded under the grant, and hourly rate or salary. The hours/time reflected in the costs should reflect actual time worked.

ANNUAL FFATA AMENDMENT FOUR**FFATA COMMON DATA ELEMENTS AND COMPENSATION REPORT**DPHHS-FB-180
Rev. 7/13/2023**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	LV3VYFCZSK88	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	24255411770	Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	Grant Award Name	Insert Grant Award Name	Provide grant/award name assigned by the federal government (i.e. Child Abuse; VR-Independent Living; Immunization; Primary Care; Substance Abuse, etc).
FFATA-1-03	Subrecipient Name	Lewis and Clark County	Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1	Insert Address	Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2	Insert Address	
FFATA-1-04-C	City	Insert City	
FFATA-1-04-D	State	Insert State	

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

**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: Lewis and Clark County HMF Yearly Renewal
DPHHS CONTRACT #: 24255411770
UEI #: LV3VYFCZSK88
SUBMITTED BY: Insert Name and Title
INSERT DATE: Insert Submission Date
Is Subrecipient (Contractor) Exempt? No.

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

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

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

CONTRACTOR

BY: _____ Date: _____
Lewis and Clark County Commissioner



Contract Between Lewis and Clark Public Health and Missoula City-County Health Department. (Sarah Sandau)

Presented By:

Summary:

The Commissioners will consider the contract with Missoula City-County Health Department in the amount of \$34,794 for contracting services to provide nurse supervision and data entry for the Nurse Family Partnership program. The contract runs from October 1, 2023 through September 30, 2024.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Contract with Missoula	Contract
<input type="checkbox"/> Grant Award from DPHHS for NFP	Attachment
<input type="checkbox"/> Contract Cover Sheet Signed	Attachment
<input type="checkbox"/> Exhibit B_BAA_Lewis and Clark Co.	Contract

LEWIS AND CLARK COUNTY PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between Lewis and Clark Public Health, hereinafter referred to as “the County”, and Missoula City-County Health Department, a division of Missoula County, hereinafter referred to as “Contractor”, identified as follows:

Organization Name: Missoula City-County Health Department
Organization Type: Local Government
Principal Contact: Jenn Kirscher
Mailing Address: 301 West Alder, Missoula, MT 59802-4123
Telephone Number: (406) 258-4960
E-mail Address of Principal Contact: jkirscher@missoulacounty.us

Contractor will provide either a Social Security Number or an Employer Identification Number on IRS Form W-9 as provided by law.

1. Purpose

To provide nurse supervision and data entry for the Nurse-Family Partnership (NFP) home visiting program in Lewis and Clark County. The County desires to enter into a Professional Services Agreement with Contractor for services desired, in return for the compensation stated. To this end, the parties mutually agree as follows.

2. Relationship of the Parties

County is a political subdivision of the State of Montana. Contractor is a political subdivision of the State of Montana.

This Agreement is not intended to constitute or create a joint venture, partnership or formal business organization of any kind whatsoever among and between the parties, and their respective rights and obligations will be only those expressly set forth herein. Neither party will have any authority to bind the other except to the extent authorized herein.

Each party will furnish to the other such cooperation and assistance as may be reasonably required and specified hereunder. However, at all times, each party shall remain an independent contractor with respect to the other. Employees and agents of each party will not be deemed to be employees or agents of the other party. Contractor will perform or provide its services free from the supervision, direction or control of the County.

The Contractor is required to comply with the provisions of the Montana Worker's Compensation Act and shall provide proof of compliance as provided in Paragraph 9.

3. Required Work or Product

The Contractor shall provide the specific services, tasks, or work products shown on the attached Exhibit A, which lists the scope of services relating to this Agreement. By this reference, Exhibit A is made a part of the Agreement.

4. Performance Schedule and County Assistance

Contractor shall commence performance of services identified in Exhibit A of this Agreement on the 1st day of October, 2023 and shall complete performance of this Agreement by the 30th day of September, 2024.

The County may, by written change order, request changes within the general scope of this Agreement in the schedule, specifications, or quantity of work to be performed hereunder, and Contractor shall be entitled to a reasonable period of time to perform or provide said changes. Additional fees will be charged to the County for such changes as set out in Exhibit A.

County's Responsibilities - The County shall be responsible for assisting with the performance of this Agreement by doing or providing the following:

a. County will:

- i. Set up an appropriate workspace for staff who are to implement the Program;
- ii. Establish appropriate telecommunications and computer capabilities for staff;
- iii. Recruit and hire Nurse Home Visitors with input from Nursing Supervisor;
- iv. Establish a network of referral sources who may refer low-income, first-time mothers to NFP;
- v. Enroll clients that meet the criteria specified in the Model Elements;
- vi. Establish a network of social services that can provide support to County's Clients;
- vii. Work with media to ensure timely and accurate communication to the public about the Program and its implementation by County;
- viii. Inform the community and build support for the County, the Program, and Program Benefits;
- ix. Establish strong, stable, and sustainable funding for County operations;
- x. Utilize NFP's Internet-based discussion forum to share learning with other entities that are implementing the Program.

- b. County will keep the Contractor informed of implementation issues that arise.
- c. County will ensure that all NFP team nurses attend, participate in, and/or complete education programs required by NFP, do so on a timely basis, and, upon completion, demonstrate a level of competence deemed satisfactory by NFP.
- d. County will ensure that no Nurse Home Visitor is assigned a case load or makes a Client visit (except in the company of an NFP-educated Nurse Home Visitor) until after she/he has completed education on the Program, Program Benefits, Model Elements, use of the national NFP data base, (FLO), and implementation of the Program for mothers who are pregnant.
- e. County will implement the Program in accordance with Home Visit Guidelines including:
 - i. Ensure enrollment of the appropriate caseload for Nurse Home Visitors according to their FTE, model guidelines, and contracted caseload within nine-twelve months of beginning implementation and make best efforts to maintain that level of enrollment on an ongoing basis.
 - ii. Maintain the established visit schedule; and
 - iii. Ensure that the essential Program content as described in the Home Visit Guidelines is covered with Clients by Nurse Home Visitors.
- f. County will ensure the availability of appropriate, fully functioning computer systems and software for communication with Contractor.
- g. County will ensure that Nurse Home Visitors (a) collect required data on client visits and that a system is in place to enter it in FLO completely and accurately within one week of each client visit and (b) enter any other data for FLO completely and accurately on or before the last day of each calendar month, taking all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary. Failure of Contractor to comply with any applicable provision of HIPAA will constitute a breach of this Agreement.
- h. County will develop a Community Advisory Board with diverse representation (for example, health, mental health, education, criminal justice, youth, business, social services, faith-based leaders, other prominent community organization leaders) to ensure broad-based community support for County's implementation of the Program.
- i. Contractor and/or NFP will periodically assess the extent to which County is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for County to improve its results by strengthening Fidelity to the Model, Contractor and/or NFP staff will meet with County supervision and mutually develop an improvement plan.

- j. Abide by the terms of the Business Associate Agreement, attached hereto as Exhibit B.

5. Place where service will be rendered

Contractor will perform most services in accordance with this Agreement at a location of Contractor's discretion. In addition, Contractor will perform services via the telephone, electronic mail, or at such other places as necessary to perform these services in accordance with this Agreement.

6. Compensation for Services

For the satisfactory completion of services to be performed under Exhibit A, the County will pay Contractor a sum not to exceed thirty-four thousand seven hundred ninety-four dollars (\$34,794). Any modifications must be approved by the County Commissioners through the change order process and will be compensated according to the fee schedule contained on Exhibit A. Invoices must be submitted to the Principal Contact for the County identified In Paragraph 11 of this Agreement with complete supporting documentation.

An invoice in the amount of eight thousand six hundred ninety-eight dollars and fifty cents (\$8,698.50) is to be submitted to the Principal Contact for the County identified in Paragraph 11 of this Agreement with complete supporting documentation on a quarterly basis by the following dates: Upon full execution of the PSA in the first quarter; April 15, 2024; July 15, 2024; and a final invoice by October 15, 2024.

7. Other Payments

All other payments or reimbursements, other than those made to compensate for completion of services, shall not exceed zero dollars (\$0).

8. Public Works Contracts

For public works contracts as defined in 18-2-401, MCA in which the total cost of the contract is \$25,000 or more involving public funds, Contractor agrees to:

- a. Give preference to the employment of bona fide Montana residents in the performance of the work;
- b. Include provisions for work that is performed at a project location to:
 - i. Pay the travel allowance that is in effect and applicable to the district in which the work is being performed; and
 - ii. Pay the standard prevailing rate of wages, including fringe benefits, that is in effect and applicable to the district in which the work is being performed;
- c. Post a copy of the applicable prevailing wage rates in a prominent and accessible site at the project location; and,

- d. Maintain payroll records capable of certification for at least three years after completion of work under the Agreement.

9. Insurance and Workers' Compensation

Contractor is self-insured as authorized by Section 2-9-211, MCA.

The parties hereby agree that their respective insurance plans satisfy the insurance requirements of this contract.

Contractor provides and will continue to provide Workers Compensation coverage for its employees.

10. Records

Contractor shall maintain sufficient records incident to the performance of this Agreement to enable the County to document the performance of the Agreement. Contractor shall allow access to those records by the County and the County Auditor, any independent auditor employed by the County and to representatives of the state or federal government. Records shall be retained for at least three years after completion of the Agreement.

11. Principal Contact for the County

The County official with whom the Contractor must communicate regarding this Agreement and who shall have the authority to accept completion of performance and to submit requests for payment to the County Auditor and Commissioners is:

Name: Sarah Sandau

Title: Community Health Promotion Division Administrator

Address: 1930 9th Ave., Helena, MT 59601

Telephone Number: (406) 457-8960

Email Address: ssandau@lccountymt.gov

12. Ownership and Publication of Materials

All reports, information, data, and other materials prepared by Contractor pursuant to this Agreement are the property of the County, which has the exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the County.

13. Public Access to Information

Contractor acknowledges that the County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.

14. Termination

This Agreement may be terminated at any time by mutual written and signed consent of both parties.

If the Agreement is terminated prior to completion, County shall be responsible for paying Contractor for completed and accepted work and billed to the County as provided in Paragraphs 6 and 7 within thirty (30) days of termination.

15. Failure to Perform

Upon any material default or substantial failure to perform this Agreement by either party, the other party shall be entitled to the following remedy:

- a. Stop performing or accepting performance of the contracted work until the matter is resolved;
- b. Within a reasonable time of discovery of the defect or failure to perform, mail a written description of the defect or failure to the other party, and:
 - i. If the defect or failure to perform can be cured, demand specific remedial action within a reasonable time certain; or
 - ii. If the defect or failure to perform cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a time within which the alternative performance would be required; or
 - iii. If the defect or failure to perform cannot be cured and no reasonable alternative performance is acceptable, notify the other party of the termination of the Agreement as of a date certain and state therein whether an action for breach of Agreement will be brought.
 - iv. Where appropriate, obtain completion of the performance of the remaining balance of the Agreement with the original party.
- c. If the defect or failure to perform is not corrected or alternative performance completed within the time certain specified, the party alleging breach may initiate an action in the District Court of the Fourth Judicial District, Missoula County. If an action is brought, the prevailing party shall be entitled to attorney's fees as well as other costs of suit.

16. Income Tax Designation

In the event that the Internal Revenue Services should determine that Contractor is, according to IRS guidelines, an employee subject to withholding and social security contributions, Contractor shall acknowledge, as Contractor acknowledges herein, that all payments to Contractor are gross payments and Contractor is responsible for all income taxes and social security payments received prior to such IRS determination.

17. Indemnification

Contractor shall defend, indemnify and hold harmless the County, its employees and agents, from all claims, liabilities, demands, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Contractor, its employees or agents.

County shall defend, indemnify and hold harmless Contractor, its employees and agents, from all claims, liabilities, demands, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the County, its employees or agents.

18. Entire Agreement, Modifications and Non-Assignment

This Agreement contains the entire Agreement between the parties. All preliminary negotiations and Agreements are merged herein. This Agreement cannot be changed or modified in any manner except by a written Agreement signed by both parties.

No obligation or right hereunder may be assigned, transferred, subcontracted or otherwise given to or imposed on any other party in the absence of a written Agreement signed by both parties.

19. Compliance with Laws and Non-Discrimination

Contractor agrees to comply with all federal, state and local laws, rules and regulations. In accordance with §49-3-207 MCA, all hiring must be on the basis of merit and qualifications; and there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

20. Place of Performance and Venue

Contractor and County agree that performance of this Agreement is in Missoula County, Montana. In the event of litigation concerning it, venue is in the Fourth Judicial District, in and for the County of Missoula, State of Montana. This Agreement will be construed under and governed by the laws of the State of Montana.

21. Severability

If any part of this Agreement is hereafter held to be void, illegal or unenforceable, the validity of the remaining portion or provisions will not be affected hereby.

22. Whistleblower Protection:

Pilot Program for Enhancement of Employee Whistleblower Protection: The latest whistleblower protection statutes went into effect on July 1, 2013. The statute, 41 U.S.C § 4712, applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub.L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." This program requires all grantees, their subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program;
2. Inform their employees in writing of whistleblower protections under 41 U.S.C § 4712 in the predominant native language of the workforce; and,
3. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C § 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority related to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An authorized official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.


Project: PSA between County and Contractor for Nurse-Family Partnership of Montana

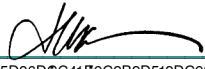
DATED this 29th day of February 2024.

Contractor:

BOARD OF COUNTY COMMISSIONERS

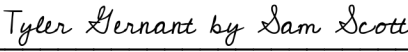
Missoula County, Montana


Chair
A3A05491F2505A3A08967F7EBBB8C312 ready**sign**


Commissioner
6F45D36DCC44B9C2B2D512DC93A576B2 ready**sign**

Commissioner

ATTEST:


Clerk & Recorder
07F0E61A2EBBDF2504720F054EF621 ready**sign**

DATED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

Lewis and Clark County, Montana

Chair

ATTEST:

Clerk & Recorder

Project: PSA between County and Contractor for Nurse-Family Partnership of Montana

Exhibit A – Scope of Services

Referenced to and made a part of the Professional Services Agreement between County and Contractor, dated ____ February 29_____, 2024.

Under the terms of the Professional Services Agreement, Contractor will provide the following services or tasks or work products:

1. Provide Nurse-Family Partnership (NFP) Nursing Supervisory services for County's Nurse-Family Partnership home visiting nurse(s) in accordance with NFP Model elements to maintain fidelity to the NFP model including:
 - a. Case load for total home visitor FTE will not exceed forty (40) clients.
 - b. Nurse Supervisor will provide weekly one-on-one reflective supervisory meetings with each home visitor either face-to-face or via distance technology (Face Time, Skype, WebEx, etc.).
 - c. Nurse Supervisor will conduct team case conferences twice monthly for 1 hour dedicated to joint review of cases.
 - d. Nurse Supervisor will conduct team meetings twice monthly on alternating weeks from the case conference meetings for at least one hour for administrative purposes.
 - e. Every four months the Nurse Supervisor will make a joint home visit with each nurse to at least one client. The total time for these joint visits should be a minimum of 2-3 hours per nurse.
2. Enter collected home visitor data into the NFP National Service Office (NSO) data base system Efforts to Outcomes (FLO) and DPHHS state data system. The FLO reports are tools with which nurse home visitors and supervisors assess and manage areas where system, organizational, or operational changes are needed in order to enhance the overall quality of program operations and inform reflective supervision of each nurse. The Nurse Supervisor and the Nurse Home Visitors are expected to review and utilize the data.
3. Abide by the terms of the Business Associate Agreement, fully executed by the parties on November 14, 2022.

TASK ORDER 22-25-5-41-177-0 AMENDMENT TWO
DOA-SPB PHH22-0357R-O
TO THE MASTER AGREEMENT
HHS-PHSD-00000525
EFFECTIVE JULY 1, 2019 TO JUNE 30, 2026
BETWEEN THE STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
AND LEWIS & CLARK COUNTY HEALTH DEPARTMENT

HEALTHY MONTANA FAMILIES

This Task Order Amendment is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, MT 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Lewis & Clark County Health Department ("Contractor"), whose federal ID number, UEI, mailing address, and phone number are 81-6001383, LV3VYFCZSK88, 1930 9th Ave., Helena, MT 59601 and (406) 457-8958; respectively (collectively, the "Parties").

Effective September 30, 2023 this Task Order is amended as follows. Existing language has been struck; amended language underlined.

DPHHS Agency invoice number ~~23-25-5-41-177-0~~ 24-25-5-41-177-0

SECTION 4: EFFECTIVE DATE AND PERIOD OF PERFORMANCE, will be amended as follows:

Performance of this task order shall begin October 1, 2021 and the services provided pursuant to Section 3 must be completed by September 29, 2023 2024. All reports and deliverables required by Sections 3 and 5 below must be received by the dates noted. This is the second renewal, third year of the Task Order. The Task Order, including any renewals, may not exceed seven (7) years.

SECTION 5: COMPENSATION, will be amended as follows:

A. In consideration of the services provided through this contract, the Department will pay the Contractor up to \$232,422 for ~~Federal Grant Year 2021 (9/30/2021 — 9/29/2022)~~ GY22 (9/30/2022 — 9/29/2023), contract period of 9/30/2023 to 9/29/2024 as follows for the services outlined in Section 3.

1. American Rescue Plan Act (ARPA) Prior Year Funding Supplement

The total available for ARPA funded Healthy Montana Families activities for FGY22 is to be \$532.95 and is dependent upon utilization of services and / or available funding. The Contractor will invoice the Department for ARPA funded activities separately from other non-ARPA funded activities. Due to spending timelines for American Rescue Plan funding, the remaining balance for service rendered.

2. ARPA Current Year Funding Supplement

Supplemental funding of \$23,112.68 will be available for additional activities required to respond to the COVID-19 Public Health Emergency for FGY23. These activities are more specifically described in Attachment 1: Policy and Procedure on Spending ARPA Funds. The Contractor will invoice the Department for ARPA funded activities separately from other non-ARPA funded activities using the template provided and attached as Attachment 2: ARPA Expenditure Report. Due to spending timelines for American Rescue Plan funding, this funding must be spent on activities performed between September 30, 2023, and September 30, 2024.

B. and C. will remain unchanged.

SECTION 6: SOURCE OF FUNDS AND FUNDING CONDITIONS, will be amended as follows:

A. and B. will remain unchanged.

C. ~~The total payment under this contract may not exceed \$127,932.00 for Federal Grant Year 2021 (9/30/2021 – 9/29/2022), and up to \$127,932 for FGY22 (9/30/2022 – 9/29/2023) and is contingent upon receipt of funding from the United States Department of Health and Human Services and the Contractor's provision of HMF services as outlined in this contract. The source of funding for this contract is from the Maternal, Infant, and Early Childhood Home Visiting Program, CFDA's 93.505 and 93.870 through the Health Resources and Services Administration, United States Department of Health and Human Services, and Montana State General Fund and the Tobacco Trust Settlement Fund.~~

\$232,422.00 will be split 25/75 for Federal Grant Year 2022 and 2023
\$532.95 for ARP Act 1 funding
\$23,112.68 for ARP Act 2 funding
Total contract funding not to exceed \$256,067.63

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

1. Sub recipient name: Lewis & Clark County
2. Sub recipient Unique Entity Identifier: LV3VYFCZSK88
3. FAIN number: X1043592 X1050312 (FGY23)
4. Federal award date: 9/7/2021-8/29/2023
5. Federal award start and end date: 9/30/2021 – 9/29/2023-9/30/2023 – 9/29/2025
6. Total amount of funds obligated with this action: ~~\$58,106.00~~ \$174,317.00
7. Amount of funds obligated to sub recipient: ~~\$58,106.00~~ \$174,317.00
8. Total amount of the federal award: ~~\$4,389,895.00~~ \$5,044,814.00
9. Project description: Healthy Montana Families Home Visiting Program
10. Awarding agency/pass-through entity/contact info: ~~Montana DPHHS~~ HHS-HRSA; MT DPHHS-ECFS Division; (866) 239-0458
11. CFDA/ALN number/name: 93.870
12. Research and Development: No
13. Indirect cost rate: ~~The State of Montana, DPHHS has a federally approved cost allocation plan.~~
N/A

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

1. Sub recipient name: Lewis & Clark County
2. Sub recipient Unique Entity Identifier: LV3VYFCZSK88
3. FAIN number: X1046875 (FGY22)
4. Federal award date: 9/2/2022
5. Federal award start and end date: 9/30/2022 – 9/29/2024
6. Total amount of funds obligated with this action: ~~\$174,317.00~~ \$58,106.00
7. Amount of funds obligated to sub recipient: ~~\$174,317.00~~ \$58,106.00
8. Total amount of the federal award: \$4,349,780.00
9. Project description: Healthy Montana Families Home Visiting Program
10. Awarding agency/pass-through entity/contact info: Montana DPHHS HHS-HRSA; MT DPHHS-ECFS Division; (866) 239-0458
11. CFDA/ALN number/name: 93.870
12. Research and Development: No
13. Indirect cost rate: ~~The State of Montana, DPHHS has a federally approved cost allocation plan.~~ NA

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

1. Sub recipient name: Lewis & Clark County
2. Sub recipient Unique Entity Identifier: LV3VYFCZSK88
3. FAIN number: X1141940 (ARP1)
4. Federal award date: 04/30/2021
5. Federal award start and end date: 04/30/2021 – 9/30/2023
6. Total amount of funds obligated with this action: \$532.95
7. Amount of funds obligated to sub recipient: \$532.95
8. Total amount of the federal award: \$405,070.00
9. Project description: Healthy Montana Families Home Visiting Program
10. Awarding agency/pass-through entity/contact info: HHS-HRSA; MT DPHHS-ECFS Division; (866) 239-0458
11. CFDA/ALN number/name: 93.870
12. Research and Development: No
13. Indirect cost rate: NA

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

1. Sub recipient name: Lewis & Clark County
2. Sub recipient Unique Entity Identifier: LV3VYFCZSK88
3. FAIN number: X1145279 (ARP2)
4. Federal award date: 02/26/2023
5. Federal award start and end date: 12/01/2021-09/30/2024
6. Total amount of funds obligated with this action: \$23,112.68
7. Amount of funds obligated to sub recipient: \$23,112.68
8. Total amount of the federal award: \$832,503.00
9. Project description: Healthy Montana Families Home Visiting Program
10. Awarding agency/pass-through entity/contact info: HHS-HRSA; MT DPHHS-ECFS Division; (866) 239-0458
11. CFDA/ALN number/name: 93.870
12. Research and Development: No

13. Indirect cost rate: NA

SECTION 9: SCOPE OF TASK ORDER, will be amended as follows:

This Task Order including Amendments One through Three, and Four, this document.

Attachment A: ~~expressly referenced as~~ Monthly Implementation Site Report
Attachment B: ~~expressly referenced as~~ Monthly Expenditure Report Amendment Four
Attachment C: ~~expressly referenced as~~ CQI Storyboard & PDSA cycles
Attachment D: ~~expressly referenced as~~ Monitoring Tool
Attachment E: ~~expressly referenced as~~ Statements of Agreement
Attachment F: Policy and Procedure on Spending ARPA Funds Amendment Four
Attachment G: ARPA Expenditure Report Amendment Four
Attachment H: Annual FFATA Amendment Four

AUTHORITY TO EXECUTE

Each of the parties represents and warrants that this Task Order Amendment Four is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order 22-25-5-41-177-0 including Task Order Amendments One through Three. ~~This Task Order Amendment consists of four (4) numbered pages in addition to any required attachments.~~

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Tracy Moseman, Division Administrator

BY: _____ Date: _____
Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, OFFICE OF LEGAL AFFAIRS

Approved as to Legal Content:

BY: _____ Date: _____
Mark Prichard, Attorney

MONTANA DEPARTMENT OF ADMINISTRATION, STATE PROCUREMENT BUREAU

Approved as to Form:

BY: _____ Date: _____
Kristi L. Hernandez, Contract Officer

LEWIS & CLARK COUNTY

By: _____ Date: _____
Lewis & Clark County Commissioner

Attachment B

Monthly Expenditure Report Amendment Four

Monthly Expenditure Report - Budget A Formula Funding

Contractor:	
Contract or Task Order Number:	
Submit report to:	

Invoice Month	Sep-23	<<< Select Dropdown
Budget Category	Amount Expended	Narrative describing expenditures in detail for each budget category
Personnel & Fringe	\$ -	
Audit		
Communications		
Dues & Subscriptions		
Insurance		
Occupancy	\$ -	
Operations	\$ -	
Supplies & Equipment	\$ -	
Travel	\$ -	
Professional Development		
Contracted Services		
Administration		
Indirects		
Total Expenditures	\$ -	

Contractor Approval

REQUIRED SIGNATURES (may be original or electronic)

The signatures below should be for two different people.

Fiscal Officer Signature Date

Authorized Representative Signature Date

STATE USE	
Date report received:	
Amount of \$ released prior to report	\$ -
Feedback to site needed (Yes or No)	
Approved by financial specialist (date and initials):	
Approved by program manager (date and initials):	
Notes:	
Funding released	\$ -

Occupancy

Agreement	Amount	Description
Total	\$ -	

*Use a Separate Expenditure Report for each Subcontractor

Contractual Guidance: Contractual costs are typically for services that are paid out of the main contract to someone providing a service. Applicants are responsible for ensuring that their organization or institution has in place an established and adequate procurement system with fully developed written procedures for awarding and monitoring all contracts. Applicants must provide a clear explanation as to the purpose of each contract, how the costs were estimated, and the specific contract deliverables.

Operations

Item & Description	Amount
Total	\$ -

Operations Guidance: This category is for other expenses that do not fit in the other categories. Provide an explanation of each cost in this category. Utilities, insurance and other business operations that fall under this category if they are not included with the administrative costs. This category includes administrative costs, which are costs incurred for common or joint objectives which cannot be readily identified but are necessary to the operations of the organization, e.g., the cost of operating and maintaining facilities.

Travel

[illegible]

Name	Number of Days	Conference Cost	Travel Cost	Per Diem Meals	Per Diem Lodging	Total	Description of Travel *
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						Total	-

Professional Training

Name	Number of Days	Course Cost	Total	Description of Training
			-	
			-	
			-	
			-	
			-	
			-	
		Total	-	

Mileage	
1	100
2	200
3	300
4	400
5	500
6	600
7	700
8	800
9	900
10	1000
11	1100
12	1200
13	1300
14	1400
15	1500
16	1600
17	1700
18	1800
19	1900
20	2000
21	2100
22	2200
23	2300
24	2400
25	2500
26	2600
27	2700
28	2800
29	2900
30	3000
31	3100
32	3200
33	3300
34	3400
35	3500
36	3600
37	3700
38	3800
39	3900
40	4000
41	4100
42	4200
43	4300
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45	4500
46	4600
47	4700
48	4800
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62	6200
63	6300
64	6400
65	6500
66	6600
67	6700
68	6800
69	6900
70	7000
71	7100
72	7200
73	7300
74	7400
75	7500
76	7600
77	7700
78	7800
79	7900
80	8000
81	8100
82	8200
83	8300
84	8400
85	8500
86	8600
87	8700
88	8800
89	8900
90	9000
91	9100
92	9200
93	9300
94	9400
95	9500
96	9600
97	9700
98	9800
99	9900
100	10000

Name	Miles	Rate Per Mile	Total	Description of Training
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
		Total	-	

Other Travel Cost

Item	Cost	Description of Cost
Total	-	

Total Travel	-
---------------------	---

***Include what each travel charge is for in the description (training, meeting, etc)**

MOM-POL-Employee Travel, Lodging Rates, Mileage Reimbursement, & Meal Allowances

State Per Diem Rates

Travel Guidance: Report all travel that occurred in the month and associated costs.

Description Examples:

- Mileage for home visits, 224 miles. Quarterly Meeting travel for 2 people: 2 night hotel, per diem was for 3 days.
- Travel expenses for training in St. Louis, MO, which includes airfare, accommodations, per diem, registration, and training costs.

Supplies (less than \$5,000)

Item	Amount
Total	\$ -

Equipment (\$5,000 or more)

Item (Month of Purchase)	Amount
Total	\$ -

Grand Total: \$ -

*List supplies separately

Supplies Guidance: Describe all supplies purchased in the month and note how and when purchased supplies are related to the model guidance and/or activities. "Office supplies" is not descriptive enough; more detail must be included about what was purchased (markers, toner, pens, paper, etc.).

Equipment Guidance: All equipment and other capital purchases of \$5,000 or more must receive prior approval 45 CFR 75.439, 2 CFR 200.439(b)2. Asset recording: The initial invoice will have the amount in Column 'E' above. Afterward, move the amount to the description in parenthesis {Xerox Printer JUN23 (\$6,000)} and Zero in the amount. This is how the equipment list will be maintained.

Salaries

Name	Position	FTE (%)	Salary Y/N	Hourly Rate	Hours	Amount
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total						\$ -
Total Fringe:						\$ -
Grand Total						\$ -

*Please include pay period dates in the narrative and note anything out of the ordinary ie.

Nov is a 3 pay period month

Salaries Guidance: List all staff funded (supervisors, administrative, support staff, data entry) under the contract. Include FTE, job title/position funded under the grant, and hourly rate or salary. The hours/time reflected in the costs should reflect actual time worked.

Fringe*

Name	Position	FTE	Amount
		Total	\$ -

*Include explanation of what fringe consists of in narrative and the percentage it is budgeted for.

Fringe Guidance: List all fringe benefits for all staff funded with funding source being reported.

Reporting in Narrative Example:

- Employee benefits are calculated at 30% of salary/wage costs and include health care costs, life insurance, retirement benefits, sick leave, vacation, and personal leave.

Attachment F

Policy and Procedure on Spending ARPA Funds Amendment Four

2.9 AMERICAN RESCUE PLAN GRANT FUND ALLOWABLE EXPENSES

BACKGROUND

The Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program, a federally funded program through Health Resources and Services Administration (HRSA) provides pregnant women and families living in communities at risk for poor maternal and child health outcomes the necessary resources and skills to raise children who are physically, socially, and emotionally healthy and ready to succeed.

American Rescue Plan (ARP) provided MIECHV additional fundings due to the COVID-19 public health emergency. The award allows for flexible support for LIAs and families receiving home visiting services.

PURPOSE

Healthy Montana Families (HMF) was approved for additional funds based on allowable categories of Workforce Retention, Emergency Supplies, Technology Supplies, Prepaid Grocery Cards, and Staff Development. This policy may require updating based on the requirements related to funds or to any additional ARP funds issued.

This policy outlines the type of expenses that are allowable for reimbursement related to prepaid grocery cards, emergency supplies, technology supplies, and staff development for a HMF Home Visiting Local Implementing Agency (LIA) as outlined in the ARP regulations and the State of Montana guidelines. The other approved categories: ARP Workforce Incentive and Retention are part of a different policy and procedure.

POLICY

1. Each LIA is allowed to spend their approved budgeted amount on the four categories: Prepaid Grocery Cards, Emergency Supplies, Technology Supplies, and Training and associated travel expenses for pre-approved staff development.
 - a. Allowable expenses are reimbursed based on what is allowed by ARP regulations and the amount HMF was awarded.
2. HMF reserves the right to deny funding for allowable expenses in the proposed budgeting process with LIAs prior to contract finalization.
3. HMF reserves the right to reject funding for items that are purchased without preapproval.
4. Only currently enrolled families qualify to receive grocery cards, emergency supplies, or technology items.
5. HMF was approved for the disbursement of ARP funds for Prepaid Grocery Cards.
 - a. The value of grocery cards is not to exceed twenty-five dollars (\$25) per card.

- b. LIA shall obtain a signature from the family stating it will not be used for alcohol, tobacco products of any kind, or firearms and must be used for the purpose that was intended and identified between the home visitor and client and keep this on file.
 - c. How and to whom the grocery cards are distributed is up to the LIA.
 - d. The total amount spent on grocery cards is based on the approved budget amount and it is up to the LIA how much they choose to spend on this category.
 - e. The amount spent on grocery cards must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form.
 - f. Please note what is allowed in this policy for purchase by ARP funds is different than what is allowed by HMF Allowable Expenses Policy.
- 6. HMF was approved for disbursement of ARP funds for Emergency Supplies provided to families.
 - a. These supplies may be purchased by the LIA for distribution or by providing the client with a prepaid card to purchase the necessary item(s).
 - b. If the LIA chooses to distribute prepaid gift cards rather than provide items directly, LIA must follow the requirements above for prepaid grocery cards.
 - c. LIAs will notify the HMF Program Specialist of their plans for emergency supplies and will be approved by HMF prior to purchasing and distributing to families.
 - d. The amount spent on emergency items must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form.
- 7. HMF was approved for disbursement of ARP Funds for Technology Supplies provided to LIAs to support the data capabilities of families and home visitors.
 - a. These items may be purchased by the LIA and distributed as needed.
 - b. LIAs will notify the HMF Program Specialist of their plans for technology supplies and will be approved by HMF prior to purchasing and distribution.
 - c. The amount spent on technology items must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form
- 8. HMF was approved for disbursement of ARP funds for professional training for LIA's HMF funded staff.
 - a. Professional training funds may be spent on:
 - i. Registration fees
 - ii. Attendance costs such as travel, lodging, per diem.
 - b. LIAs must receive prior approval from HMF state staff for all professional development requests funded with federal or state funds.
 - c. LIAs shall provide documentation of specific completed professional development in the form of receipts included with the Monthly Expenditure Report, curriculum outlines of trainings, and training roster or records related to the training, upon request by HMF staff or during site review.
 - d. HMF will not reimburse for any professional development that did not receive prior written approval by HMF staff. Written prior approval may be via email.

- e. The amount spent on professional training must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form and accompanied with all receipts.

PROCEDURE

1. LIA must submit the HMF Monthly American Rescue Plan (ARP) Expenditure Report form to the HMF Program Specialist by the 30th of each month.
 - a. The form needs to be complete to be approved for reimbursement.
 - b. Completed forms are submitted to the HMF Program Specialist
 - c. Forms must be submitted monthly until Supplemental ARP Contract dollars are expended and/or until the final date the funds may be expended.
2. It is recommended that LIAs have a process for compliance and tracking the use of Prepaid Grocery Cards for their own accounting purposes.
 - a. According to HRSA: a best practice for compliance with the use of prepaid grocery cards is to obtain a signed statement by the enrolled family acknowledging and agreeing to the purpose(s) of and restrictions on prepaid grocery card use. HRSA does not require, nor does it encourage, recipients to collect further usage information (such as receipts) from enrolled families.
3. It is recommended that all prepaid cards will be individually tracked as to who they were distributed to and by whom for LIA internal control, accounting, and auditing purposes.
 - a. HMF may request this information at any time.
4. HMF has assigned one Program Specialist to oversee the ARP funds disbursement process: Abbie Chermack Abbrah.Chermack@mt.gov 406-444-0041

DEFINITIONS

ARP Emergency Supplies: According to the legislation, this includes:

- Diapers and diapering supplies, including diaper wipes and diaper cream, necessary to ensure that a child using a diaper is properly cleaned and protected from diaper rash
- Infant [formula](#)
- Personal protective equipment
- Food and water
- Hand soap and hand sanitizer
- At-home COVID-19 test kits (for families and home visitors).
- See [MIECHV ARP FAQs](#) for details.

ARP Technology Supplies: As HMF defined in approved grant submission, this covers [technology](#) items to support LIAs technology needs as related to COVID-19 in implementing home visiting services. This includes:

- Hot Spots
- Data Cards
- Tablets
- Updating HIPPA-Compliant Software

REFERENCES

[American Rescue Plan Act of 2021 \(P.L. 117-2\)](#)

[American Rescue Plan \(ARP\) Act Awards: Maternal, Infant, and Early Childhood Home Visiting \(MIECHV\) Program Frequently Asked Questions \(FAQs\)](#)

HMF Monthly American Rescue Plan (ARP) Expenditure Report Form

HMF Allowable Expenses Policy

ARPA ALLOWABLE EXPENSES
HEALTHY MONTANA FAMILIES
EFFECTIVE DATE 11/01/2021
Updated 04/11/2022

Attachment G

ARPA Expenditure Report Amendment Four

Monthly Expenditure Report - Budget B ARPA Supplemental Funding

Contractor:	
Contract or Task Order Number:	
Submit report to:	

	Invoice Month	Sep-23	<<< Select Dropdown
	Budget Category	Amount Expended	Narrative describing expenditures in detail for each budget category
	Personnel & Fringe	\$	
	Audit		
	Communications		
	Dues & Subscriptions		
	Insurance		
	Occupancy	\$	
	Operations	\$	
	Supplies & Equipment	\$	
	Travel	\$	
	Professional Development		
	Contracted Services		
	Administration		
	Indirects		
Total Expenditures		\$ -	

Contractor Approval

REQUIRED SIGNATURES *(may be original or electronic)*

The signatures below should be for two different people.

Fiscal Officer Signature

Date

Authorized Representative Signature

Date

STATE USE	
Date report received:	
Amount of \$ released prior to report	\$ -
Feedback to site needed (Yes or No)	
Approved by financial specialist (date and initials):	
Approved by program manager (date and initials):	
Notes:	
Funding released	\$

Occupancy

Agreement	Amount	Description
Total	\$ -	

*Use a Separate Expenditure Report for each Subcontractor

Contractual Guidance: Contractual costs are typically for services that are paid out of the main contract to someone providing a service. Applicants are responsible for ensuring that their organization or institution has in place an established and adequate procurement system with fully developed written procedures for awarding and monitoring all contracts. Applicants must provide a clear explanation as to the purpose of each contract, how the costs were estimated, and the specific contract deliverables.

Operations

Item & Description	Amount
Total	\$ -

Operations Guidance: This category is for other expenses that do not fit in the other categories. Provide an explanation of each cost in this category. Utilities, insurance and other business operations that fall under this category if they are not included with the administrative costs. This category includes administrative costs, which are costs incurred for common or joint objectives which cannot be readily identified but are necessary to the operations of the organization, e.g., the cost of operating and maintaining facilities.

Travel

Conferences and Per Diem

Name	Number of Days	Conference Cost	Travel Cost	Per Diem Meals	Per Diem Lodging	Total	Description of Travel *
						-	
						-	
		Total				-	

Professional Training

Name	Number of Days	Course Cost	Total	Description of Training
			-	
			-	
			-	
		Total	-	

Mileage

Name	Miles	Rate Per Mile	Total
			-
			-
			-
		Total	-

Travel Guidance: Report all travel that occurred in the month and associated costs.

Narrative Examples:

- Mileage for home visits, 224 miles. Quarterly Meeting travel for 2 people: 2 night hotel, per diem was for 3 days.
- Travel expenses for training in St. Louis, MO, which includes airfare, accommodations, per diem, registration, and training costs.

Other Travel Cost

Item	Cost	Description of Cost
Total	-	
Total Travel	-	

*Include what each travel charge is for in narrative (training, meeting, etc)

Supplies (less than \$5,000)

Item	Amount
Total	\$ -

Equipment (\$5,000 or more)

Item (Month of Purchase)	Amount
Total	\$ -

Grand Total: \$ -

*List supplies separately

Supplies Guidance: Describe all supplies purchased in the month and note how and when purchased supplies are related to the model guidance and/or activities. "Office supplies" is not descriptive enough; more detail must be included about what was purchased (markers, toner, pens, paper, etc.).

Equipment Guidance: All equipment and other capital purchases of \$5,000 or more must receive prior approval 45 CFR 75.439, 2 CFR 200.439(b)2. Asset recording: The initial invoice will have the amount in Column 'E' above. Afterward, move the amount to the description in parenthesis {Xerox Printer JUN23 (\$6,000)} and Zero in the amount. This is how the equipment list will be maintained.

Salaries

Name	Position	FTE (%)	Salary Y/N	Hourly Rate	Hours	Amount
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total						\$ -

Total Fringe:	\$ -
---------------	---------

Grand Total	\$ -
-------------	---------

*Please include pay period dates in the narrative and note anything out of the ordinary ie.

Nov is a 3 pay period month

Salaries Guidance: List all staff funded (supervisors, administrative, support staff, data entry) under the contract. Include FTE, job title/position funded under the grant, and hourly rate or salary. The hours/time reflected in the costs should reflect actual time worked.

ANNUAL FFATA AMENDMENT FOUR**FFATA COMMON DATA ELEMENTS AND COMPENSATION REPORT**DPHHS-FB-180
Rev. 7/13/2023**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	LV3VYFCZSK88	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	24255411770	Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	Grant Award Name	Insert Grant Award Name	Provide grant/award name assigned by the federal government (i.e. Child Abuse; VR-Independent Living; Immunization; Primary Care; Substance Abuse, etc).
FFATA-1-03	Subrecipient Name	Lewis and Clark County	Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1	Insert Address	Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2	Insert Address	
FFATA-1-04-C	City	Insert City	
FFATA-1-04-D	State	Insert State	

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

**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: Lewis and Clark County HMF Yearly Renewal
DPHHS CONTRACT #: 24255411770
UEI #: LV3VYFCZSK88
SUBMITTED BY: Insert Name and Title
INSERT DATE: Insert Submission Date
Is Subrecipient (Contractor) Exempt? No.

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

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

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

CONTRACTOR

BY: _____ Date: _____
Lewis and Clark County Commissioner



CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant.

Include this completed form in Novus when submitting the contract for approval.

This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

- Project Name/Novus Title:
 - Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
 - Procurement method: **NOT APPLICABLE** Explain in comment box
 - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
 - Purchase is exempt/exception from standard procurement procedures, per county policy: **YES** **NO**
 - **If YES, provide exemption/exception request form.**
-
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
 - Is this a public works contract subject to prevailing wage requirements? “Public works contract” means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to \$50,000 performance and payment bond? **YES** **NO**
 - Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - **If YES, submit CGR form to Finance Department.**
 - Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**
- Additional comments:

Signatures:

Drenda Niemann

Elected Official/Department Director

Date

Casey Hayes

Purchasing Officer or Designee

3/19/24

Date

Frank Howell

Finance Officer or Designee

3/20/24

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**


For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:



Grants Administrator or Designee

3/19/2024

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting Needed? YES NO

Reporting Period:

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement"), is entered into this 14th day of November, 2022 (the "Effective Date"), by and between Lewis and Clark Public Health ("Covered Entity") and the Missoula City-County Health Department ("Business Associate").

PURPOSE

The Business Associate and Covered Entity (collectively the "Parties") are entering into this Agreement to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule"); security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"); the Health Information Technology for Economic and Clinical Health (HITECH) Act enacted as under Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated thereunder ("Omnibus Rule"); and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides professional services to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information ("PHI") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

WHEREAS, HIPAA prohibits disclosure or use of PHI by Business Associate if a written contract concerning the use of PHI is not in place.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule, the Security Rule, and the Omnibus Rule.
1. Breach. "Breach" is defined as disclosure not required by 45 C.F.R. 164.502 through 45 C.F.R. 512.
 2. Business Associate. "Business Associate" shall generally have the same meaning as the terms "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Missoula City-County Health Department, Business and Economic Research.

3. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Lewis and Clark Public Health.
4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act and Omnibus Rule are referred to collectively herein as "HIPAA Rules."
6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
7. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
8. Required by Law. "Required by Law" shall mean a mandate contained in Law that compels a use or disclosure of PHI.
9. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
10. Security Incident. "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.

12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
 13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. PHI may be disclosed to and used by Business Associate only for the purposes related to the services Business Associate is performing for Covered Entity and as permitted by HIPAA Rules and any other applicable federal or state statutes, rules and regulations.
- C. Obligations and Activities of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:
1. Use and Disclosure of PHI. Not to use or disclose protected health information other than as permitted or required by the Agreement or as required by law. Business Associate may use and disclose PHI for the proper management and administration of the business associate and to provide data aggregation services relating to the health care operations of the covered entity. Business Associate may disclose PHI for the foregoing purposes (1) if the disclosure is required by law, or (2)(i) if the Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and (ii) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.
 2. Notice to Covered Entity Prior to Disclosure. Business Associate agrees to provide written notice to Covered Entity within three days of receiving a request for PHI from law enforcement, an attorney, or court arising out of an actual or potential court proceeding, and agrees not to provide PHI prior to providing such notification.
 3. Safeguards. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement. Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents, or subcontractors. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI.
 4. Information Breach Notification for PHI. Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any Security Incident of which it

becomes aware. The notification of a breach by the Business Associate shall be immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than 30 days following the discovery of the breach. Business Associate will take, or in the event that the acts or omissions of an agent or subcontractor of Business Associate gave rise to the Breach or Security Incident, will require its agent or subcontractor to take, commercially reasonable actions to mitigate any negative impact of any Breach or Security Incident and to improve safeguards to prevent recurrence. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

5. Disclosure to Agents and Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
6. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the

information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
 - (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
- 7. Privacy of Individually Identifiable Health Information. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
 - 8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an

applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

9. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
10. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements under Section E (Permitted Uses and Disclosures) of this Agreement.
11. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
12. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of Privacy Practices of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.
13. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
14. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
15. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made under the direction, review and control of Covered Entity. The Business Associate will notify the Privacy Officer via

telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate. Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

D. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. notify individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by

Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of privacy standards or security standards if used by Covered Entity.

2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the privacy standards or security standards if disclosed by Covered Entity.
3. Minimum Necessary. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
4. Other Limited Uses. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below:
 - a. Business Associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the Business Associate;
 - b. Business Associate may provide data aggregation services relating to the health care operations of the covered entity.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.
2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.

3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. The term of this Agreement shall be effective as of the Effective Date and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or on the date Covered Entity terminates for cause as authorized in paragraph 2 of this Section, whichever is sooner.
2. Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement. Covered Entity, may in its discretion provide an opportunity for Business Associate to cure the breach or end the violation within a time specified by Covered Entity, or immediately terminate the Agreement. Termination of this Agreement may at the Covered Entity's discretion be grounds for immediate termination of any underlying services agreement. Termination of any underlying services agreement may at the Covered Entity's discretion be grounds for immediate termination of this Agreement.
3. Effect of Termination. Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
 - a. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
 - b. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
 - c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;

- d. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section E above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
 - e. Return to covered entity the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
4. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to defend, indemnify and hold harmless Covered Entity, its officers, employees, affiliates, subsidiaries, and agents from every claim, risk, loss, damage, demand, suit, judgment and attorney's fee, and any other kind of expense arising from, resulting from, or in any manner directly or indirectly connected with performance of the work, functions, activities, or services provided to Covered Entity, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement or violations under HIPAA.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by

certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity, notices to be provided to:

Attn: A.C. Rothenbuecher
Email: arothernbuecher@lccountymt.gov

If to Business Associate, notices to be provided to:

Attn: D'Shane Barnett
Fax: (406) 258-4857
Email: dbarnett@missoulacounty.us

Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity's to comply with the requirements of the HIPAA Rules.

5. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Montana, without regard to applicable conflict of laws principles. Venue shall be in Montana's Fourth Judicial District Court or in the U.S. District Court for the District of Montana.
6. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
7. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties. Neither party will have the authority to bind the other except to the extent authorized herein.
8. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

9. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
10. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
11. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
12. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
13. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
14. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
15. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Agreed to:

BUSINESS ASSOCIATE


By: 
(Authorized Signature)

Name: D'Shane Barnett

Title: Director/Health Officer

Date: 10/20/2022

COVERED ENTITY

By: 
(Authorized Signature)

Name: Brenda Niemann

Title: Director / Health Officer

Date: 11/14/22



Grant Award to Lewis and Clark Public Health from the Montana Department of Public Health and Human Services. (Sarah Sandau)

Presented By:

Summary:

The Commissioners will consider accepting the grant award from the Montana Department of Public Health and Human Services for the Community Health Improvement Plan (CHIP) Implementation Grant in the amount of \$22,000. The grant period is from March 1, 2024 through February 28, 2025.

Legal Review Required:

**LEWIS AND CLARK COUNTY
GRANTS APPROVAL FORM**

Grant name:	Community Health Improvement Plan (CHIP) Implementation Grant
Grant/Contract number:	24-07-1-01-177-0
Funding source:	
Federal Agency:	CDC
State Agency:	DPHHS
ARRA funding?	No
Award amount:	\$22,000
Hard Match required:	
Soft Match required:	
Indirect Cost Rate amount:	10%
Grant/Contract Period:	Start: 3/1/2024 End: 2/28/2025
Catalog of Federal Domestic Assistance number:	93.967

Separate fund needed for accounting purposes? No

Is this project in the current fiscal budget? Yes

If no, fill out and attach supplemental budget amendment form.

Are non federal assets (>\$15,000) going to be purchased? No

Are federal assets (>\$5,000) going to be purchased? No

Does Grant/Contract require interest to be earned? No

Grant/Contract based on:

work
performed

Contact Person/Phone number:

Sarah Sandau 457-8960

County Department:

Health Department

County Assigned Project number:

CHIP24 fund 161

Salaries to be paid by grant?

Yes

ATTACHMENTS:

Description

Type

 CHIP Implementation Contract

Contract

TASK ORDER NUMBER 24-07-1-01-177-0

**TO THE MASTER CONTRACT NUMBER HHS-PHSD-00000525
EFFECTIVE JULY 1, 2019 TO JUNE 30, 2026
BETWEEN THE STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
AND LEWIS AND CLARK COUNTY PUBLIC HEALTH**

Community Health Improvement Plan (CHIP) Implementation Grant

SECTION 1. PARTIES

This Task Order is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and the Lewis and Clark Public Health ("Contractor"), Federal ID Number 81-6001383, UEI LV3VYFCZSK88 and 1930 9th Ave, Helena, MT 59601.

THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:

SECTION 2. PURPOSE

The purpose of this Task Order is to fund the implementation of Lewis and Clark Public Health's Community Health Improvement Plan.

SECTION 3. TERM OF TASK ORDER

- A. The term of this Task Order for the purpose of delivery of services is from March 1, 2024, through February 28, 2025.
- B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK

- A. The Contractor agrees to provide the following services:
 - 1. Strengthen accountability/Performance management. Use and integrate performance management and quality improvement practices for continuous improvement of the health department's processes, programs, and interventions.
 - a. Develop project health improvement goals and associated objectives with time-framed and measurable targets.
 - b. Use data collected on project activities to determine if the project is meeting performance goals and make adjustments to project implementation as appropriate to improve performance.

- c. Complete quarterly meetings with PHSD Local and Tribal Support Program to review project goals and objectives ensuring that the project is on track to be completed by the end of the grant, 02/28/2025.
 - d. Complete a post grant survey detailing successes, opportunities for improvement, lessons learned, and processes that could be replicated across Montana.
- 2. Enhance communications. Demonstrate methods to communicate necessary information to the entire community, including subpopulations who are at higher risk. Address misconceptions or misinformation.
 - a. Present results of research of the training opportunities and incentives with the Healthy Communities Coalition and other interested coalition groups. Provide copy of presentation and meeting minutes as part of the activity report meetings.
 - b. Present the results of food access study to the Healthy Communities Coalition to gather input and fill in any gaps on the map. Provide any recommendations and meeting minutes in the activity report meetings.
 - c. Create a map which shows food access resources for higher need community members. The map will show which programs serve whom, where there are gaps, and identify if the various programs can work together to amplify results. Staff will meet with partners, such as the Montana Food Bank, to fill in information. Share map, meeting minutes, and agendas as part of activity report.
- 3. Strengthen community partnership development and engagement. Demonstrate a collaborative effort to address specific public health issues associated with the project.
 - a. Research St. James' mobile mammography program and route and talk to the provider about possible expansion into Augusta and develop summary of options. Share options and summary report as part of the activity report.
 - b. Research and document what is currently being done to provide meals for those being discharged from medical facilities and whether or not seniors are being referred to Meals on Wheels upon discharge. Provide the documentation of this as part of the activity report meetings.
 - c. Facilitate one mobile mammography event that includes Augusta. Provide information demonstrating the even occurred in the activity report meetings
 - d. Provide the following information on partnership in activity reports.
 - i. Provide names and brief descriptions of partner organizations and their role in this project. Report on how the partners' activities contribute to the project success.
 - ii. Provide updates on engagements/meetings with other organizations/entities involved in the project implementation and success.
 - iii. Develop and describe actions the health department will take to maintain ongoing relationships with partners after the project ends or throughout the future sustainment of the project.
- 4. Improve equity and organizational competencies. Develop a plan to address gaps in a workforce competency area related to the project.
 - a. Develop a document that includes a recommended list of quality cultural humility training opportunities for healthcare providers by the end of Quarter One.

B. The Department agrees to do the following:

- 1. Provide allocation of funds based on the Task Order deliverables.
- 2. Provide technical assistance as needed or requested to complete the deliverables.
- 3. Communicate regularly with the Contractor though phone and e-mail as necessary to enable the Contractor to complete task order requirements.

SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS

- A. In consideration of the services provided through this Task Order, the Department will pay the Contractor a total of \$22,000.00. as follows:
1. The first payment in the amount of \$8,500 will be made upon signing and returning the task order for start-up funds.
 2. The second payment in the amount of \$4,500 will be made after four months upon review and approval of the activity report and work plan (July 1, 2024).
 3. The third payment in the amount of \$4,500 will be made after eight months upon review and approval of the activity report and work plan (November 1, 2024).
 4. The final payment in the amount of \$4,500 will be made upon review and approval of the task order deliverables (February 28, 2025).
- B. All invoices must be received by the Department no later than 30 days following the Task Order end date of February 28, 2025. Invoices received after 60 days will not be paid by the Department.
- C. The completion date of performance for purposes of issuance of final payment for services is the date upon which the Contractor submits to the Department such final reports as are required under this Task Order and are satisfactory in form and content as determined by the Department.

SECTION 6. ADVANCED PAYMENTS

Upon execution of this Task Order by both parties, the Department will advance funds to the Contractor in the amount of \$8,500.

SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS

The sources of the funding for this Task Order are \$22,000.00 from CDC Strengthening Public Health Infrastructure, Workforce and Data Systems ALN 93.967.

SECTION 8. CFR 200 REQUIREMENTS

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

1. Sub recipient name: Lewis and Clark Public Health
2. Sub recipient Unique Entity Identifier: LV3VYFCZSK88
3. FAIN number: NE11OE000073
4. Federal award date: 12/6/2023
5. Federal award start and end date: 03/01/2024 to 02/28/2025
6. Total amount of funds obligated with this action: \$22,000.00
7. Amount of funds obligated to sub recipient: \$22,000.00
8. Total amount of the federal award: \$22,000.00
9. Project description: Strengthening Public Health Infrastructure, Workforce, and Data Systems in Montana
10. Awarding agency/pass-through entity/contact info: CDC/DPHHS PHSIO/Meagan Gillespie 406-444-5563
11. CFDA/ALN number/name: 93.967 / CDC's Collaboration with Academia to Strengthen Public Health
12. Research and Development: No
13. Indirect cost rate: N/A

SECTION 9. TERMINATION

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

SECTION 10. LIAISON AND SERVICE OF NOTICES

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

Meagan Gillespie
DPHHS PHSIO
PO Box 202951
Helena, MT 59620-2951
Phone Number (406) 444-5563
Fax Number (406) 444-6943
Meagan.Gillespie@mt.gov

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

Sarah Sandau
Lewis and Clark Public Health
1930 9th Ave
Helena, MT 59601
Phone Number (406) 457-8960
Fax Number (406) 457-8990
SSANDAU@lccountymt.gov

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

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

SECTION 11. FEDERAL REQUIREMENTS

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

SECTION 12. DEPARTMENT GUIDANCE

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

Task Order. Legal services will not be provided by the Department to the Contractor in any matters relating to the Task Order's performance under this Task Order.

SECTION 13. INFORMAL DISPUTE RESOLUTION PROCEDURES

In addition to the Choice of Law and Remedies in the Master Contract, the Contractor may provide written request for resolution about any disagreement about the Task Order to the Deputy Director David Gerard, Phone Number (406) 444-3654, Fax Number (406) 444-1970, David.Gerard@mt.gov with a copy to Director Charles T. Brereton, Phone Number (406) 444-5623, Fax Number (406) 444-1970, Charles.brereton@mt.gov.

SECTION 14. PUBLIC INFORMATION AND DISCLAIMERS

A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:

1. in conformity with governing legal authorities and policies;
2. with the permission of the persons or entities from whom the information is to be obtained; and
3. with the review and approval by the Department prior to use, publication or release.

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

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

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

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

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

"For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or

Labor. Section 503 of H.R. 3288, "Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010", Pub. L. No. 111-117, and in H.R. 1473, "Department" Of Defense And Full-Year Continuing Appropriations Act, 2011", Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments."

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

"This project is funded in whole by grant number(s) NE11OE000073-01-00 from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services and from the Montana Department of Public Health and Human Services. The contents herein do not necessarily reflect the official views and policies of the U.S. Department of Health and Human Services or the Montana Department of Public Health and Human Services."

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

SECTION 15. SCOPE OF TASK ORDER

This Task Order consists of 8 numbered pages.

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

SECTION 16. AUTHORITY TO EXECUTE

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

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

Remainder of Page Intentionally Left Blank

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Todd Harwell, Division Administrator

BY: _____ Date: _____
David Gerard, Deputy Director

BY: _____ Date: _____
Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES PUBLIC HEALTH & SAFETY DIVISION

Approved as to form:

BY: _____ Date: _____
Kim Venetz, PHSD Contracts Manager

CONTRACTOR, LEWIS & CLARK CITY-COUNTY HEALTH DEPARTMENT

By: _____ Date: _____
Lewis & Clark County
Board of County Commission, Chair

ATTEST

On this ____ day of _____, 20____ I hereby attest the above-written signature of the Board of Lewis & Clark County Commissioners.

Amy Reeves, Clerk & Recorder