



August 19, 2022

Carbon County Commissioners  
PO Box 887  
Red Lodge, MT 59068

Dear County Commissioners,

Thank you for the Match support you have previously provided to your county's aging programs and to the Area II Agency on Aging. It is greatly appreciated.

Enclosed is a Certification of Match form, an information sheet of your County Match Detail, and the Beginning FY 2023 Funding Tables. **Please sign and date the Certification of Match and return to this office, in the enclosed, stamped, self-addressed envelope.**

Area II Agency on Aging has ARP funds that will be distributed during this fiscal year that have match requirements. We are asking that you please consider budgeting an extra amount for this, although we do not yet know what each county will request in ARP funds for special projects.

Feel free to call our office if you'd like further explanation, and as always, thank you for your continued support of the Older American programs in your county.

Sincerely yours,

Marcy Brookie  
Executive Director

enc.

cc: Angela Newell

# AREA II AGENCY ON AGING

## CERTIFICATION OF MATCH

FISCAL YEAR 2023

NAME OF CONTRIBUTOR: CARBON COUNTY COMMISSIONERS

CASH MATCH:

PURPOSE: MATCH FOR FEDERAL & STATE PROGRAMS AND FOR ADMINISTRATION

AMOUNT: \$18,698

IN KIND MATCH:

PURPOSE: \_\_\_\_\_

RATE: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

TOTAL MATCH CONTRIBUTION: \$18,698

I hereby certify that the contribution herein reported has not and will not be paid from any Federal funds and further that said contribution has not and will not be used as matching funds for any other federally funded program.

SIGNATURE OF CONTRIBUTOR: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CARBON COUNTY				
FY 2023				
PROGRAM MATCH				\$ 15,448
ADMINISTRATION MATCH				\$ 3,250
TOTAL CERTIFICATION				\$ 18,698
PROGRAM MATCH DETAIL:				
IIIB				\$ 2,952
IIIC1				\$ 4,608
IIIC2				\$ 2,760
STATE GENERAL FUNDS				\$ 5,128
STATE GENERAL FUND ONE-TIME ONLY				\$ -
STATE PROVIDER RATE FUNDS				\$ -
STATE GENERAL ADDITIONAL FUNDS				\$ -
TOTAL PROGRAM:				\$ 15,448
PROVIDER MATCH BREAKDOWN:				
BELFRY				\$ 2,502
RED LODGE				\$ 2,543
BRIDGER				\$ 2,579
VALLEY - FROMBERG				\$ 2,502
JOLIET				\$ 2,406
BOYD				\$ 2,105
SENIOR HELPING HANDS				\$ 811
TOTAL PROVIDERS:				\$ 15,448

FY2022 Beginning FEDERAL & STATE FUNDING TABLES

July 1, 2022 to June 30, 2023

19-Aug-2022

Original Funding Chart	Title III B	Match	Title III C1	Match	Title III C2	Match	Title III D	Match	Title III E	Match	Title III B	Match	TOTAL FED GRANTS	TOTAL FED MATCH
<b>CARBON</b>														
Beltry	16728	2952	26119	4608	15624	2760	0	0	36702	0	5000	882	100173	23436
Red Lodge	2788	492	4353	768	2604	460	0	0	0	0	0	0	9745	1720
Bridger	2788	492	4353	768	2604	460	0	0	0	0	0	0	9745	1720
Valley	2788	492	4353	768	2604	460	0	0	0	0	0	0	9745	1720
Joliet	2788	492	4353	768	2604	460	0	0	0	0	0	0	9745	1720
Boyd	2788	492	4354	768	2604	460	0	0	0	0	0	0	9745	1720
Senior HH	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carbon-Stillwater I&A	0	0	0	0	0	0	0	0	36702	0	5000	882	0	0
<b>CROW TRIBE</b>	12655	2233	19422	3427	11855	2092	0	0	0	0	0	0	41702	13116
<b>FERGUS</b>	18798	3317	30286	5345	17440	3078	0	0	36702	12234	5000	882	108226	24856
<b>GOLDEN VALLEY</b>	3852	680	4720	832	3751	662	0	0	0	0	0	0	12323	2174
Lavina	1926	340	2360	416	1876	331	0	0	0	0	0	0	6162	1087
Rye/egate	1926	340	2360	416	1875	331	0	0	0	0	0	0	6161	1087
<b>JUDITH BASIN</b>	8037	1419	10109	1785	7794	1374	0	0	0	0	0	0	25940	4578
Geyser	2679	473	3370	595	2598	458	0	0	0	0	0	0	8647	1526
Hobson	2679	473	3370	595	2598	458	0	0	0	0	0	0	8647	1526
Stanford	2679	473	3369	595	2598	458	0	0	0	0	0	0	8646	1526
<b>MUSSEL SHELL</b>	10325	1822	14721	2598	9805	1730	0	0	0	0	0	0	34851	6150
<b>N CHEYENNE TRIBE</b>	6543	1155	10147	1791	6118	1080	0	0	0	0	0	0	22808	4026
<b>PETROLEUM</b>	3480	614	3968	700	3423	604	0	0	0	0	0	0	10871	1918
<b>STILLWATER</b>	12835	2264	19782	3491	12013	2120	0	0	0	0	0	0	44630	7875
Park City	3209	566	5640	978	3364	594	0	0	0	0	0	0	12113	2138
Columbus	4813	849	6132	1082	3724	667	0	0	0	0	0	0	14669	2688
Absarokee	4813	849	5520	974	3344	590	0	0	0	0	0	0	13677	2413
Rapelje	0	0	2590	457	1581	279	0	0	0	0	0	0	4171	736
<b>SWEET GRASS</b>	9243	1631	12541	2213	8854	1562	0	0	0	0	0	0	30638	5406
<b>WHEATLAND</b>	8541	1507	11117	1962	8232	1453	0	0	0	0	0	0	27890	4922
<b>YELLOWSTONE</b>	103520	18266	200130	35317	62093	16252	25094	4428	57674	19225	0	0	478511	90666
Adult Resource Alliance	85922	15163	178115	31432	87488	15439	0	0	41945	13982	0	0	393470	76016
Senior Helping Hands	17598	3106	0	0	0	0	25094	4428	15729	5243	0	0	58421	12777
Broadview	0	0	6004	1000	4605	813	0	0	0	0	0	0	10609	1873
South Park	0	0	16011	2825	0	0	0	0	0	0	0	0	16011	2825
<b>TOTALS</b>	230342	40650	388797	68610	211612	37345	25094	4428	131078	43693	10000	1764	996923	193664

Date	Salary		Employee	Hourly	OT
<b>2022-2023</b>			<b>DISPATCHERS</b>		
	73,828.48		Elected Base Wage		
			<b>DISPATCH SUPERVISOR</b>		
<b>7/1/2022</b>	<b>59,062.78</b>	80%	Base Salary	<b>28.40</b>	42.59
			<b>EVIDENCE / TAC</b>	<b>add Field Training Officer Position</b>	
<b>7/1/2022</b>	<b>55,371.36</b>	75%		<b>26.62</b>	39.93
			<b>DISPATCHER</b>		
<b>7/1/2022</b>	<b>51,679.94</b>	70%	Base Salary	<b>24.85</b>	37.27
			<b>DISPATCHER PROBATION 1-YR</b>		
<b>7/1/2022</b>	<b>44,297.09</b>	60%	Base Salary	<b>21.30</b>	31.95

TASK ORDER 23-25-5-01-005-0  
TO CARBON COUNTY UNIFIED GOVERNMENT MASTER CONTRACT  
THAT COVERs THE PERIOD OF July 1, 2019 to June 30, 2026  
Maternal and Child Health Block Grant Program

THIS TASK ORDER is entered into between the Montana Department of Public Health and Human Services (hereinafter referred to as the "Department"), whose address and phone number are 1625 11<sup>th</sup> Avenue, PO Box 202951, Helena, MT 59620 and 406-444-4119 and Carbon County (hereinafter referred to as the "Contractor"), whose federal ID number, mailing address, fax number, and phone number are 81-6001339, PO Box 2289, 10 South Oakes, Red Lodge, MT 59068, and 406-446-9941 for the purpose of committing the Contractor to provide health related services required by this task order. In consideration of the mutual covenants and stipulations described below, the Department and Contractor agree as follows:

**SECTION 1: PURPOSE**

The Contractor agrees to provide maternal and child health services, as described in the Contractor's June 2022 Pre-Contract Survey for the Maternal and Child Health Block Grant (MCHBG), for the timeframe of October 1, 2022, to September 30, 2023, and as outlined in Section 2: Services to be provided for all residents of Carbon County.

**SECTION 2: SERVICES TO BE PROVIDED**

The Contractor agrees to provide:

**A. Maternal and Child Health (MCH) Services**

1. Comply with the requirements of Title V: MCHBG, Section 501 to 510 [42 U.S.C. 701 to 710]; and ARM 37.57.1001 governing the MCHBG.
2. Ensure that MCHBG funds are used solely for providing core MCH services to pregnant women, nonpregnant women of childbearing age, infants younger than one year of age, children and adolescents under age 22, or children with special health care needs.
3. Send the MCHBG Coordinator to the annual Family and Community Health Bureau sponsored MCHBG training.
4. Systematically collect data elements required by this task order and submit the reports by the designated due dates as outlined in Section 4.
5. Counties with an annual allocation amount greater than \$50,000 will submit an annual budget by October 1, 2022, on Attachment D, for the 10/1/22 to

9/30/23 time-period.

6. Assess county MCH services by conducting a Client Survey and use the results to help with program planning and selection of the national or state performance measure to be addressed by the Contractor. Results of the Client Survey must be retained by the Contractor and submitted with Attachment B, expressly referenced as the 2023 MCHBG Annual Financial and Data Report, to the Department's MCHBG Liaison.
7. Have on file a copy of the referral and follow-up procedure for MCH clients sent for care to other providers or facilities, such as: hospitals, Community Health Centers, Federally Qualified Health Centers, and private practice physicians.
8. Have on file a copy of the referral and follow-up procedure for clients who are children and youth with special health care needs (CYSHCN), *including referrals to care coordination*.
9. Provide any of the services described in this section, which the Contractor has contracted to provide hereunder, free of charge to an individual or member of a family whose income equals or falls below either the relevant level stated below, or any other level set by the Contractor which is higher:

<u>Size of family unit</u>	<u>Maximum income level/year</u>
1	\$13,590
2	\$18,310
3	\$23,030
4	\$27,750
5	\$32,470
6	\$37,190
7	\$41,910
8	\$46,630

(For family units with more than eight members, add \$4,720 for each additional member.) Individual eligibility must be documented in the client's record. NOTE: Because the above maximum income levels are established by the U.S. Department of Health and Human Services and are subject to revision by that department, the Department may modify the above maximum income levels by sending the Contractor written notice of new levels. The modification will be effective upon the date the Contractor receives the notice.

10. Establish a fee schedule which adjusts the charges to the income, resources, and family size of each individual, and publish the fee schedule if the Contractor imposes any allowable charges for services funded under this task order to individuals other than those described in 2A (9).

11. Implement and evaluate two program activities to address national or state performance measure(s), as selected on the Contractor's June 2022 Pre-Contract Survey for the Maternal and Child Health Block Grant. Counties with an annual allocation greater than \$10,000 may implement activities for two different performance measures. Activity details are subject to approval by the Department's MCHBG Liaison. The Contractor's selected performance measure for federal fiscal year 2023 is as follows: *SPM 2 – Family Support and Health Education: number of clients ages 0 - 21, and women ages 22 - 44 who are assessed for social service and health education needs; and are then placed into a referral and follow-up system, or provided with health education as needed.*
12. Conduct specific planning for, or implementation of a performance measure activity at least once every quarter as pertains to the national or state performance measure(s) referenced in 2A (11), until both activities have been completed. A report will be submitted 15 days after the end of every quarter on Attachment C, expressly referenced as the 2023 MCHBG Quarterly County Progress Report Template.
13. Respond to requests from the Department within one week.
14. Include the following paragraph when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.

*“This project is/was 100% supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under CFDA # 93.994 for Maternal and Child Health Services, the total Carbon County award amount for October 1, 2022 to September 30, 2023 is \$7,546.00. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.”*

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

1. Comply with the requirements of MCA 50-19-401 to 50-19-406 governing the Fetal, Infant, Child, and Maternal Mortality Reviews, and formally review with FICMMR team members annually.
2. Review and report all fetal, infant, and child deaths occurring in the county



jurisdiction by an existing FICMMR Team - either the Contractor's own team or through written agreement with a neighboring county's team. Each county will have its own, local FICMMR Leader who is responsible for that county's FICMMR deliverables under this contract.

2. The local FICMMR Leader must discuss and maintain on file the "FICMMR Team Member Annual Confidentiality Statement", a confidentiality statement signed annually by all team members, and by all in-coming new members as part of their orientation process. Additionally, a separate confidentiality document "FICMMR Team Meeting Sign-In Sheet" must be signed by team members at every mortality review and retained.
  4. The local FICMMR Leader must notify the Department of any change in review team membership, by updating and submitting their FICMMR County Operational Plan that includes the name, occupation, and phone number of each member within 30 days of the change.
  5. The local FICMMR Leader must conduct reviews of all calendar year 2021 fetal, infant, and child deaths and report the review findings in the National Center for Fatality Review and Prevention, Child Death Review Case Reporting System by November 1, 2022.
  6. The local FICMMR Leader will cooperate with the DPHHS FICMMR Coordinator for the completion of maternal deaths occurring in calendar year 2021, to be reviewed by the State Maternal Nurse Consultant and the Montana Maternal Review Committee (MMRC). The MMRC membership and the maternal death review process will follow the Centers for Disease Control and Prevention's (CDC) protocols as outlined in the CDC Maternal Mortality Review Information Application (MMRIA) .
  7. The local FICMMR Leader will attend the Department's four, (4) required FICMMR training calls. If the FICMMR Leader is unable to attend, they must notify the Department's FICMMR Program Coordinator at least 48 hours prior to the scheduled training. If unable to attend live training, the local FICMMR leader agrees to review the recorded FICMMR training and report completion of such within one month from training date.
  8. Implement and evaluate one best-practice injury-prevention activity as detailed on the June 2022 Pre-Contract Survey, and subject to approval by the Department's FICMMR Program Coordinator.
- C. The Department agrees to provide the Contractor with statistical data reports, technical assistance and consultation concerning the services required by this Task Order, to the extent the Department's resources allow.

### SECTION 3: EFFECTIVE DATE AND PERIOD OF PERFORMANCE

Performance of this task order shall begin October 1, 2022, and the services provided pursuant to Section 2 must be completed by September 30, 2023.

### SECTION 4: COMPENSATION, REPORTS, DELIVERABLES, AND DUE DATES

The Department will pay the Contractor the following for the Title V MCH Block Grant Services outlined in this task order contingent upon the receipt and approval of the required reports and deliverables as outlined below. Failure to fulfill a deliverable requirement will result in a pro-rated deduction, based on the Contractor's annual funding amount divided by the annual number of deliverables.

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

- A. \$1,509.20 as soon as possible after January 15, 2023, for the provision of Title V MCHBG services and the following required reports and deliverables have been received by the due date and approved by the Department Liaison or State FICMMR Program Coordinator as appropriate:
  - 1. Due by October 1, 2022: From counties with an annual allocation amount greater than \$50,000, a budget on the form requested by the department (Attachment D), for the 10/1/22 to 9/30/23 time-period.
  - 2. Due by October 15, 2022: Each county must submit either: 1) an updated FICMMR Operational Plan (for counties with their own FICMMR Review Team); or, 2) an updated county to county Memorandum of Agreement (for counties utilizing another county's FICMMR Review Team).
  - 3. Due by November 1, 2022: All calendar year 2021 Fetal, Infant, and Child reviews must be entered into the Child Death Review System.
  - 4. Due by January 15, 2023: The MCHBG Quarterly Report (Attachment C), for the 10/1/22 to 12/31/22 time-period.
  
- B. \$1,509.20 as soon as possible after April 15, 2023, for the provision of Title V MCHBG services and the following required report has been received by the due date and approved by the Department Liaison:
  - 1. Due by April 15, 2023: The MCHBG Quarterly Report (Attachment C), for the 1/1/23 to 3/31/23 time-period.
  
- C. \$1,509.20 as soon as possible after July 15, 2023, for the provision of Title V MCHBG services and the following required reports and deliverables have been received by the due date and approved by the Department Liaison or FICMMR Program Coordinator as appropriate:

1. Due by June 15, 2023: Completion of MCHBG Pre-Contract Survey
  2. Due by July 15, 2023: The MCHBG Quarterly Report (Attachment C), for the 4/1/23 to 6/30/23 time-period;
  3. Attendance by the Contractor's MCHBG Coordinator or Contract Liaison to the required annual MCHBG training;
- D. \$1,509.20 as soon as possible after October 15, 2023, for the provision of Title V MCHBG services and the following required reports and deliverables have been received by the due date and approved by the Department Liaison or FICMMR Program Coordinator as appropriate:
1. Due by October 15, 2023: The MCHBG Quarterly Report (Attachment C), for the 7/1/22 to 9/30/22 time-period;
  2. Due by October 15, 2023: The FICMMR Injury Prevention Activity Report (Attachment C);
  3. Attendance by the Contractor's FICMMR Leader to the four required FICMMR training calls during federal fiscal year 2023.
- E. \$1,509.20 as soon as possible after November 15, 2023, for the provision of Title V MCHBG services and the following required reports and deliverables for October 1, 2022, to September 30, 2023, have been received by the due date and approved by the Department Liaison or FICMMR Program Coordinator as appropriate:
1. Due by November 15, 2023: The MCHBG Compliance and Activities Report (Attachment A)
  2. Due by November 15, 2023: The MCHBG Financial and Data Report (Attachment B)
  3. Due by November 15, 2023: A summary of the results from the Contractor's Client Surveys.
  4. Due by November 15, 2023: From counties with an annual allocation amount greater than \$50,000, actual spent on the budget form requested by the department (Attachment D), for the 10/1/22 to 9/30/23 time-period.

## SECTION 5: SOURCE OF FUNDS AND FUNDING CONDITIONS

- A. Payments under this task order are contingent upon receipt of funding from the Maternal Child Health Block Grant (CFDA # 93.994).
- B. Contractor receipt of their MCH Block Grant allocation under this task order is contingent upon submission of all previous years' required reports as indicated in the Contractor's FFY 2022 MCH Block Grant Task Order.
- C. Requests for an extension of time to submit deliverables or reports past their due

date *must be made in writing to the Department's Liaison before the due date*. The request must include the compelling reason the original due date could not be met. An extension due date will be set by mutual agreement between the Department and Contractor liaisons. If no request for an extension is made before the original due date, or if the extension due date is not met, the payment associated with that deliverable or report is forfeited.

- D. If the Contractor does not completely expend by December 31, 2023, all of the funds received pursuant to Section 4 (1) through (6) for performance of this task order, the Contractor agrees to refund the balance of those funds to the Department by January 15, 2024.
- E. In providing the services under this task order, the Contractor agrees that it will expend from non-federal Contractor resources \$3 for every \$4 of the MCH Block Grant funds referred to in Section 4 and expended in performance of this task order. For purposes of this task order, non-federal Contractor resources do not include state general funds for which the Contractor is a recipient. Therefore, the Contractor may not include state general funds the Contractor receives as "contractor match" for purposes of this section. The Contractor must ensure that any program income (e.g., income from fees, or any interest or other investment income earned on funds advanced to the Contractor under this task order) accruing to the Contractor from activities funded, in whole or in part, under this task order is used only for the allowable program costs described in this task order.
- F. The Contractor is responsible for the establishment and implementation of policies and procedures for charging, billing, and collecting funds for the allowable services provided under this task order. Billing and collection procedures must have the following characteristics:
  - 1. Charges are based on a cost analysis of all services provided. Where applicable, bills are given directly to the client or to another payment source such as Medicaid, Medicare, or private insurance.
  - 2. Clients whose documented income is at or below the income levels established in Section 2A (9) may not be billed, although third parties must be billed who are legally obligated to pay for the services.
  - 3. Bills to third parties must show total charges without applying any discounts or adjustments based upon the fee schedule established by the Contractor pursuant to Section 2A (10).
  - 4. Bills to clients must show total charges, less any discounts or adjustments, based upon the fee schedule established by the Contractor pursuant to Section 2A (10).
  - 5. Bills for minors obtaining confidential services must be based on the resources of the minor.
  - 6. Reasonable efforts to collect bills include mailing of bills when client confidentiality is not jeopardized.

7. A method of the aging of outstanding accounts must be established.
8. Clients must not be denied services because of the inability to pay.

## SECTION 6: LIAISONS AND SERVICE OF NOTICES

- A. Blair Lund (406) 444-0276, blund@mt.gov or her successor will be the MCHBG Liaison for the Department. Kari Tutwiler (406) 444-3394, ktutwiler@mt.gov or her successor will be the FICMMR Liaison for the Department.
- B. Erin Cross will be the MCHBG Liaison for the Contractor, and Erin Cross will be the FICMMR Liaison for the Contractor.

These persons serve as the primary contacts between the parties regarding the performance of the task order.

- C. Written notices, reports and other information required to be exchanged between the parties must be directed to the Department's Liaison at the parties' addresses set out in this task order.

## SECTION 7: DISPUTE RESOLUTION PROCESS

The following process is to be used in the event of a disagreement between the Contractor and the Department about the terms of this contract. Written notification by the Contractor providing specific details about the disagreement must first be provided to the Department Bureau Chief identified as follows:

Jacqueline Isaly, Jacqueline.Isaly@mt.gov, (406) 444-4743 is the Bureau Chief for the Department. The Department Bureau Chief shall attempt to resolve the dispute. If resolution of the disagreement is not obtained, then the Contractor may request a review and determination to be made by the Division Administrator.

The Contractor shall provide in writing specific details about the remaining issues that are in dispute. The Contractor may also request an in-person meeting with the Division Administrator to present its reasons or position on the disagreement. If the Division Administrator cannot resolve the dispute, the reasons for the Department's position on the issues in dispute must be presented to the Contractor in writing.

## SECTION 8: SCOPE OF TASK ORDER

This task order consists of nine (9) numbered pages, Attachment A expressly referenced as the 2023 MCHBG Compliance and Activities Report, Attachment B expressly referenced as the 2023 MCHBG Annual Financial and Data Report, Attachment C expressly referenced as the 2023 MCHBG Quarterly County Progress Report Template,

and Attachment D, expressly referenced as the County Public Health Department Budget Form.

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

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

By: \_\_\_\_\_ Date \_\_\_\_\_  
Tracy Moseman, Administrator  
Department of Public Health & Human Services  
Early Childhood & Family Support Division

**CARBON COUNTY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Carbon County Commissioner

Date	Salary	Longevity	Employee	Hourly	OT
<b>2022-2023</b>			<b>DISPATCHERS</b>		
	73,828.48	Elected Base Wage			
<b>7/1/2022</b>	<b>59,062.78</b>	80%	<b>DISPATCH SUPERVISOR</b> Base Salary	<b>28.40</b>	42.59
<b>7/1/2022</b>	<b>55,371.36</b>	75%	<b>EVIDENCE / TAC</b>	<b>26.62</b>	39.93
					add Field Training Officer Positio
<b>7/1/2022</b>	<b>51,679.94</b>	70%	<b>DISPATCHER</b> Base Salary	<b>24.85</b>	37.27
<b>7/1/2022</b>	<b>44,297.09</b>	60%	<b>DISPATCHER PROBATION 1-YR</b> Base Salary	<b>21.30</b>	31.95

in



**Roberts Carbon County  
Water & Sewer District**

PO Box 168  
Roberts, MT 59070

Clerk Cell Phone – (406)425-4966  
General Manager Cell Phone – (406)425-1818

September 7, 2022

Carbon County Commissioners  
P.O. Box 887  
Red Lodge, Montana 59068

RE: Roberts Water and Sewer District ARPA Grant

Dear Commissioners:

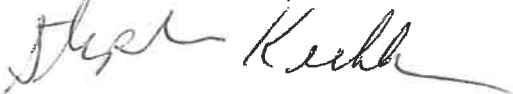
The purpose of this letter is to reiterate the Roberts/Carbon County Water and Sewer District's desire to obtain ARPA grant funds from Carbon County to complete improvements to the District's well house. The District originally applied for \$412,500 to complete this \$550,000 project. However, with matching requirements being 50%, the District still intends to apply for \$275,000 from the County and will provide the necessary matching funds to complete the project.

The scope of the proposed project includes:

- Replacement of the existing fire pump.
- Replacement of the existing interior piping, check valves and worn out pumps to control cavitation and create better flow throughout the well house.
- Replacement of the chlorination system in the well house.
- Replacement and upgrade to the well house control system.

Thank you for your consideration and we look forward to working with you to get this project completed. Please contact me with any questions or if you need any further information on the project..

Sincerely,  
Roberts/Carbon County Water and Sewer District



Stephen Keebler  
Vice President



## Emergency Management Performance Grant (EMPG)

### FFY2022-23 Award Letter

Cyrina Allen  
17 11Th St West  
Red Lodge, MT 59068

Cyrina Allen,

Congratulations on behalf of Montana Disaster and Emergency Services (MT DES). Your application for financial assistance submitted under the 2022 Federal Fiscal Year (FFY) Emergency Management Performance Grant has been approved in the amount of \$55,000.00. As a condition of this award, Carbon County is required to contribute a cost match in the amount of not less than \$55,000.00 of non-Federal funds, or 50 percent of the total approved project cost of \$110,000.00.

Before you request and receive any of the Federal funds awarded, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Federal and State Agreement Articles (attached to this Award Letter)
- Obligating Document for Award (attached to this Award Letter)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award. In order to establish acceptance of the award and its terms, please complete, sign and return the Obligating Document for Award to your MT DES Grant Coordinator.

For additional assistance, please contact your grant-appropriate MT DES Grant Coordinator.

Thank you,

Delila Bruno  
Administrator  
Montana Disaster and Emergency Services



**AGREEMENT ARTICLES**  
**Emergency Management Performance Grant**

**SUB-RECIPIENT:** Carbon County  
**PROGRAM:** Emergency Management Performance Grant  
**STATE AGREEMENT NUMBER:** 22 EMPG Carbon

**TABLE OF CONTENTS**

Article I	Reporting Subawards and Executive Compensation
Article II	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Article III	SAFECOM
Article IV	Terrorist Financing
Article V	Trafficking Victims Protection Act of 2000 (TVPA)
Article VI	Universal Identifier and System of Award Management
Article VII	USA PATRIOT Act of 2001
Article VIII	Use of DHS Seal, Logo and Flags
Article IX	Whistleblower Protection Act
Article X	Environmental Planning and Historic Preservation (EHP) Review
Article XI	Applicability of DHS Standard Terms and Conditions to Tribes
Article XII	Acceptance of Post Award Changes

Article XIII	Disposition of Equipment Acquired Under the Federal Award
Article XIV	Prior Approval for Modification of Approved Budget
Article XV	Indirect Cost Rate
Article XVI	DHS Standard Terms and Conditions Generally
Article XVII	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article XVIII	General Acknowledgements and Assurances
Article XIX	Acknowledgement of Federal Funding from DHS
Article XX	Activities Conducted Abroad
Article XXI	Age Discrimination Act of 1975
Article XXII	Americans with Disabilities Act of 1990
Article XXIII	Best Practices for Collection and Use of Personally Identifiable Information
Article XXIV	Civil Rights Act of 1964 - Title VI
Article XXV	Civil Rights Act of 1968
Article XXVI	Copyright
Article XXVII	Debarment and Suspension
Article XXVIII	Drug-Free Workplace Regulations
Article XXIX	Duplication of Benefits
Article XXX	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XXXI	Energy Policy and Conservation Act
Article XXXII	False Claims Act and Program Fraud Civil Remedies
Article XXXIII	Federal Debt Status
Article XXXIV	Federal Leadership on Reducing Text Messaging while Driving
Article XXXV	Fly America Act of 1974

Article XXXVI	Hotel and Motel Fire Safety Act of 1990
Article XXXVII	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article XXXVIII	Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Article XXXIX	Lobbying Prohibitions
Article XL	National Environmental Policy Act
Article XLI	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XLII	Non-Supplanting Requirement
Article XLIII	Notice of Funding Opportunity Requirements
Article XLIV	Patents and Intellectual Property Rights
Article XLV	Procurement of Recovered Materials
Article XLVI	Rehabilitation Act of 1973
Article XLVII	Reporting of Matters Related to Recipient Integrity and Performance
Article XLVIII	MT DES Specific Acknowledgements and Assurances
Article XLIX	Accruals
Article L	Authorized Representative

## **Article I - Reporting Subawards and Executive Compensation**

Reporting of first tier subawards:

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

## **Article II - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

### *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

- (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "[Buy America](#)" Preference in FEMA Financial Assistance Programs for Infrastructure | [FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

## **Article III - SAFECOM**

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article IV - Terrorist Financing**

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

#### **Article V - Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons:

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article VI - Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### **Article VII - USA PATRIOT Act of 2001**

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

#### **Article VIII - Use of DHS Seal, Logo and Flags**

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article IX - Whistleblower Protection Act**

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article X - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article XI - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

## **Article XII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

## **Article XIII - Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

## **Article XIV - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

## **Article XV - Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

## **Article XVI - DHS Standard Terms and Conditions Generally**

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on [dhs.gov](https://www.dhs.gov) at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

## **Article XVII - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.



## **Article XVIII - General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Subrecipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Subrecipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## **Article XIX - Acknowledgement of Federal Funding from DHS**

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

## **Article XX - Activities Conducted Abroad**

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and those appropriate licenses, permits, or approvals are obtained.

## **Article XXI - Age Discrimination Act of 1975**

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

## **Article XXII - Americans with Disabilities Act of 1990**

Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

## **Article XXIII - Best Practices for Collection and Use of Personally Identifiable Information**

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

## **Article XXIV - Civil Rights Act of 1964 - Title VI**

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin,

be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article XXV - Civil Rights Act of 1968**

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article XXVI - Copyright**

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article XXVII - Debarment and Suspension**

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XXVIII - Drug-Free Workplace Regulations**

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

#### **Article XXIX - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude sub-recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XXX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

#### **Article XXXI - Energy Policy and Conservation Act**

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XXXII - False Claims Act and Program Fraud Civil Remedies**

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

#### **Article XXXIII - Federal Debt Status**

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

#### **Article XXXIV - Federal Leadership on Reducing Text Messaging while Driving**

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

#### **Article XXXV - Fly America Act of 1974**

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XXXVI - Hotel and Motel Fire Safety Act of 1990**

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

#### **Article XXXVII - John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

#### **Article XXXVIII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)**

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article XXXIX - Lobbying Prohibitions**

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XL - National Environmental Policy Act**

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XLI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## **Article XLII - Non-Supplanting Requirement**

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## **Article XLIII - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## **Article XLIV - Patents and Intellectual Property Rights**

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

## **Article XLV - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **Article XLVI - Rehabilitation Act of 1973**

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## **Article XLVII - Reporting of Matters Related to Subrecipient Integrity and Performance**

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for Subrecipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

## **Article XLVIII - MT DES Specific Acknowledgements and Assurances**

All sub-recipients must acknowledge and agree to comply with applicable provisions governing MT DES access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any compliance reviews or compliance investigations conducted by MT DES.
2. Sub-recipients must give MT DES access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by MT DES regulations and other applicable laws or program guidance.
3. Sub-recipients must submit timely, complete, and accurate reports to the appropriate MT DES officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. The State of Montana shall not be liable for any reimbursement amount greater than the award amount available to each county/Tribe.

6. Failure of the County/Tribe to accomplish EMPG objectives may result in the reduction or withholding of funds, or other action, as determined by MT DES.

The State of Montana has the right to seek judicial enforcement of these obligations.

**Article XLIX - Accruals**


As established within Montana Operations Manual Policy, accrual documentation is required of all sub-recipients by the Montana Department of Administration, State Financial Services Division, and must be submitted to MT DES no later than the second week of June, or as instructed by MT DES.

**Article L – Authorized Representative**

As evidenced by the signatures found in the Letter of Obligation, the Sub-Recipient Signatory Official agrees to appoint the Sub-Recipient Authorized Representative to act on behalf of Carbon County, Emergency Management Program. This individual shall be duly authorized with all necessary powers with regards to the administration and oversight of the 2022 Emergency Management Performance Grant, 22 EMPG Carbon. The Catalog of Federal Domestic Assistance (CFDA) number associated with this grant is 97.042.

## Obligating Document for Award

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<b>FEDERAL AGREEMENT NUMBER:</b> EMD-2022-EP-00005	<b>SUB-RECIPIENT NAME AND ADDRESS:</b>  Carbon County Emergency Management Program 17 11Th St West Red Lodge, MT 59068		<b>ISSUING STATE OFFICE AND ADDRESS:</b>  Montana Disaster and Emergency Services P.O. Box 4789 1956 MT Majo Street Fort Harrison, MT 59636-4789
<b>STATE AGREEMENT #</b> 22 EMPG Carbon			
<b>AMENDMENT #</b>			
<b>NAME OF SUB-RECIPIENT AUTHORIZED REPRESENTATIVE:</b>  Cyrina Allen	<b>SUB-RECIPIENT AUTHORIZED REPRESENTATIVE CONTACT INFORMATION:</b>  cyrinaa@co.carbon.mt.us (406) 446-1038	<b>NAME AND CONTACT INFORMATION OF MT DES PREPAREDNESS BRANCH MANAGER:</b>  Burke Honzel <a href="mailto:bhonzel@mt.gov">bhonzel@mt.gov</a> (406) 324-4771	
<b>EFFECTIVE DATE OF THIS ACTION:</b>  07/01/2022	<b>METHOD OF PAYMENT:</b>  EFT	<b>NAME AND CONTACT INFORMATION OF MT DES SUPERVISOR:</b>  Michael Radke (406) 417-9239 <a href="mailto:mradke@mt.gov">mradke@mt.gov</a>	
<b>FEDERAL AWARD AMOUNT:</b> \$55,000.00  <b>REQUIRED MATCH:</b> \$55,000.00  <b>TOTAL AWARD:</b> \$110,000.00		<b>PERIOD OF PERFORMANCE:</b> From: 07/01/2022 To: 06/30/2023  <b>Budget Period:</b> From: 07/01/2022 To: 06/30/2023	
<b>ASSISTANCE ARRANGEMENT:</b>  Cost Reimbursement	<b>CFDA #:</b>  97.042		
<b>SUB-RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>			<b>DATE</b>
<b>SUB-RECIPIENT AUTHORIZED REPRESENTATIVE (Name and Title)</b>			<b>DATE</b>
<b>MT DES SIGNATORY (Name and Title)</b>  			<b>DATE</b>  9/1/2022
Burke S. Honzel, Preparedness Branch Manager, Authorized Organizational Representative			

## Angela Newell

---

**From:** Angela Newell  
**Sent:** Tuesday, September 6, 2022 5:34 PM  
**To:** sgplanning@itstriangle.com  
**Cc:** Scott Blain; Bill Bullock; Scott Miller  
**Subject:** RE: Carbon County Time

Thanks!

Yes, I believe Commissioners would still like to touch base after the chaotic summer. Thursday their agenda is pretty packed, but we could do 1:30 this Thursday (9/8) or look to Tuesday (9/13) afternoon next week.

Thank You,

Angela Newell  
Administrative Officer

Carbon County  
PO Box 887  
Red Lodge, MT 59068  
406.446.1595 (office)  
406.445.7252 (direct)

**From:** sgplanning@itstriangle.com <sgplanning@itstriangle.com>  
**Sent:** Tuesday, September 6, 2022 1:34 PM  
**To:** Angela Newell <anewell@co.carbon.mt.us>  
**Subject:** FW: Carbon County Time

Angela,

I spoke with Vicki here at the County. For FY 2022, the hourly rates (including the county costs for taxes, workcomp, health insurance) are \$56.54 for me and \$23.58 for Lana.

The overtime we had was in FY 2023, so not yet reported to you. Just as an FYI, FY 23 rates are \$59.59 for me and \$24.96 for Lana. Overtime hours were primarily associated with the substantial damage assessments we had to do with FEMA/ DNRC and some staffing of the DRC and I had 34.75 hours of overtime and Lana has 11 hours of overtime. Again, those hours are not included in my email of August 30.

Did the Commissioners want me to come over Thursday to meet with them and if so, what time?

Thanks,  
Page

**From:** [sgplanning@itstriangle.com](mailto:sgplanning@itstriangle.com) <[sgplanning@itstriangle.com](mailto:sgplanning@itstriangle.com)>  
**Sent:** Friday, September 2, 2022 4:27 PM  
**To:** 'Angela Newell' <[anewell@co.carbon.mt.us](mailto:anewell@co.carbon.mt.us)>  
**Subject:** RE: Carbon County Time

Angela,

Thanks—I will ask our payroll person for the right amount and the overtime. I will also bring the time/mileage info over next week to you. I can meet on Thursday with the Commissioners, if that works.

I have been talking to Tyler about the permitting process and sent some information to him, too, that I had received from DNRC and from sitting in on a couple meetings on state projects and the permitting process they are going to use. All the county projects in the mapped special flood hazard area (most of them) will need to have a floodplain permit, eventually. I can discuss that in greater detail with the Commissioners on Thursday.

Thanks,  
Page

**From:** Angela Newell <[anewell@co.carbon.mt.us](mailto:anewell@co.carbon.mt.us)>  
**Sent:** Wednesday, August 31, 2022 1:05 PM  
**To:** [sgplanning@itstriangle.com](mailto:sgplanning@itstriangle.com)  
**Cc:** Bill Bullock <[bbullock@co.carbon.mt.us](mailto:bbullock@co.carbon.mt.us)>  
**Subject:** RE: Carbon County Time

Thank you Page!

Could you provide me the total dollar amount? The contract does not establish an hourly rate for either of you.

Yes, we do have a Floodplain Administration project code with FEMA, so I will need a breakdown for time/mileage for the flood response and any overtime. I believe payment for OT is contemplated in the agreement “if work for Carbon County creates an overtime obligation for Sweet Grass County, Carbon County shall reimburse Sweet Grass County for that overtime in accordance with the adjustment provision set forth above”.

Commissioners would also like to setup a time to meet to discuss: application load/backlog, FEMA and/or County assistance, and permitting priorities in relation to the County’s project list. They meet Tuesday and Thursday mornings, but would be happy to hold a special meeting on another day or a virtual meeting if that is easier for you.

I believe Blain sent a project list early on with the emergency notification. I have attached the most recent list, which has a number of additional projects. Interstate Engineering (County’s on-call Engineer) is working their way through permitting for projects. I believe they are starting with getting all the emergency notifications processed for Army Corps, and then will begin with the after the fact and work to be completed permits.

Thank You,

Angela Newell  
Administrative Officer

Carbon County  
PO Box 887



Red Lodge, MT 59068  
406.446.1595 (office)  
406.445.7252 (direct)

**From:** [sgplanning@itstriangle.com](mailto:sgplanning@itstriangle.com) <[sgplanning@itstriangle.com](mailto:sgplanning@itstriangle.com)>  
**Sent:** Tuesday, August 30, 2022 8:24 PM  
**To:** Angela Newell <[anewell@co.carbon.mt.us](mailto:anewell@co.carbon.mt.us)>  
**Subject:** FW: Carbon County Time

Sorry—there is a typo—my hours are 374.

Thanks,  
Page

**From:** [sgplanning@itstriangle.com](mailto:sgplanning@itstriangle.com) <[sgplanning@itstriangle.com](mailto:sgplanning@itstriangle.com)>  
**Sent:** Tuesday, August 30, 2022 8:15 PM  
**To:** 'Angela Newell' <[anewell@co.carbon.mt.us](mailto:anewell@co.carbon.mt.us)>  
**Subject:** Carbon County Time

Angela,

Here is the breakdown of time for Lana King and myself for the Carbon County floodplain work July 1 2021 to June 30, 2022:

Page hours 394

Lana hours 59.5

Lana mileage (paid by SG County so reimbursed to them) \$465.21

Page mileage (paid by SG County so reimbursed to them) \$2054.52 (includes mileage for both years of contract)

Do you need a specific breakdown of hours and mileage on flood event, including any overtime? Both of us had a little overtime, and I don't think that is factored into the contract.

Thanks,  
Page

**Additional Employees that space will need to be configured for:**

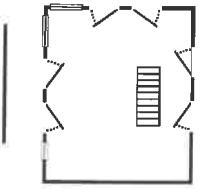
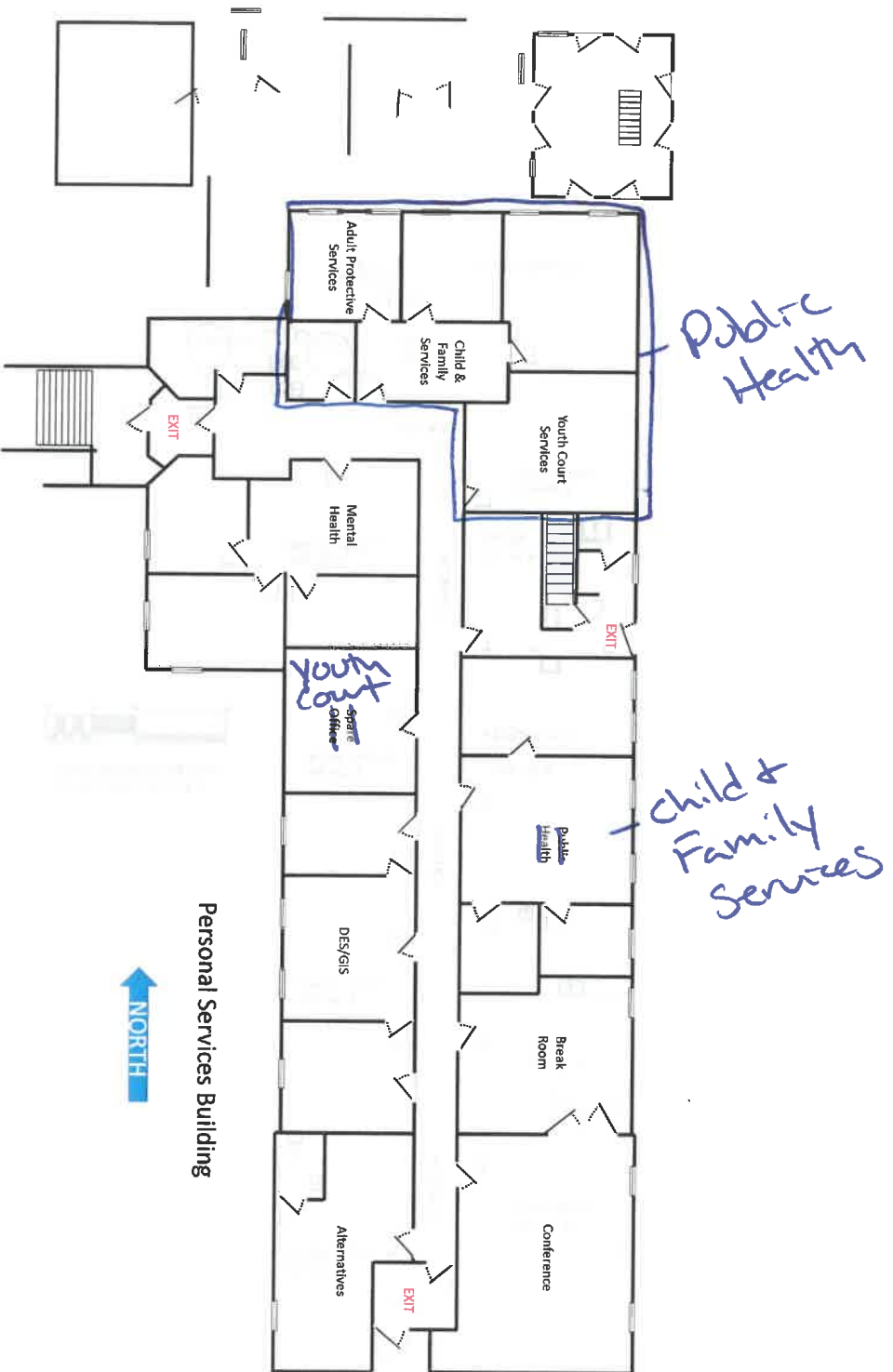
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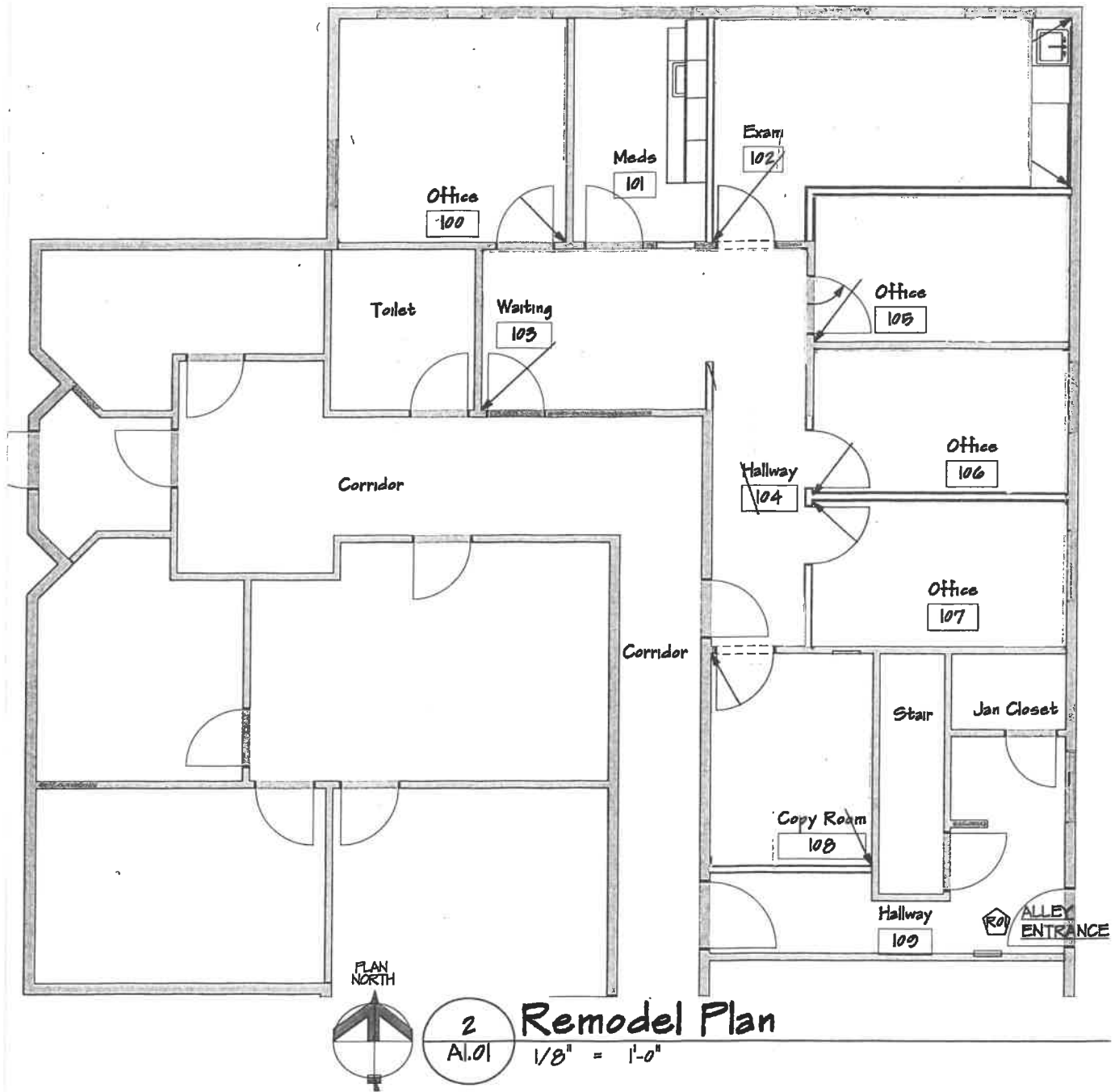
1 FTE Sanitarian

.5 FTE Clerk and Recorder Records Preservation Clerk

.17 FTE Deputy Fire Warden

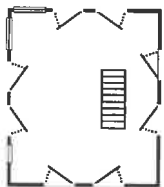
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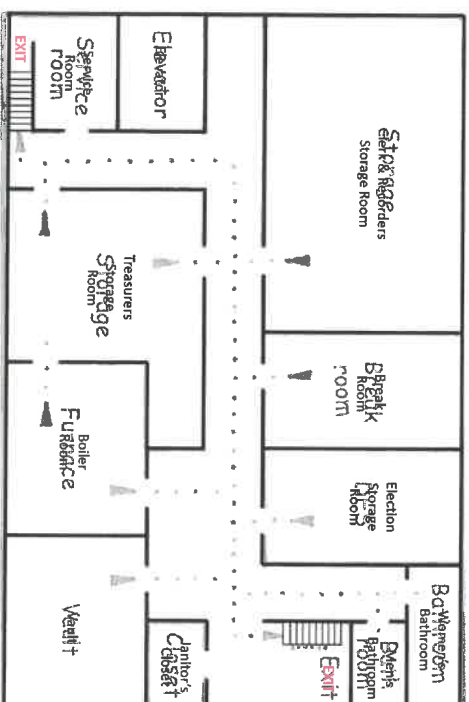


# Carbon County Public Health

# Admin Building - Basement



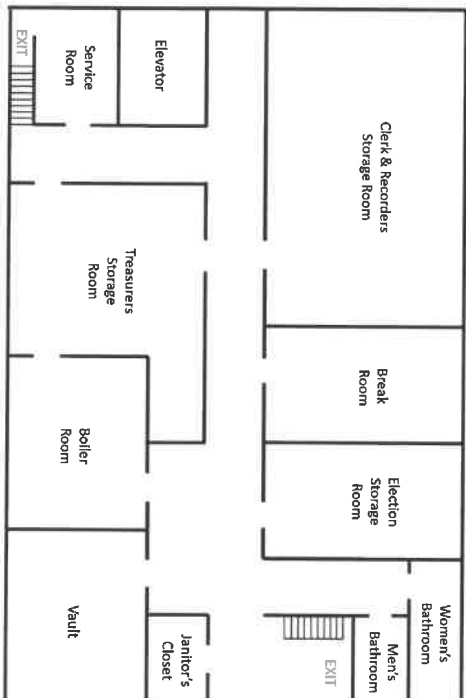
Carbon County Administration Building  
Basement



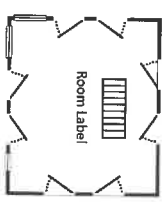
Carbon County  
Administration Building  
Basement



# Administration Building - Basement

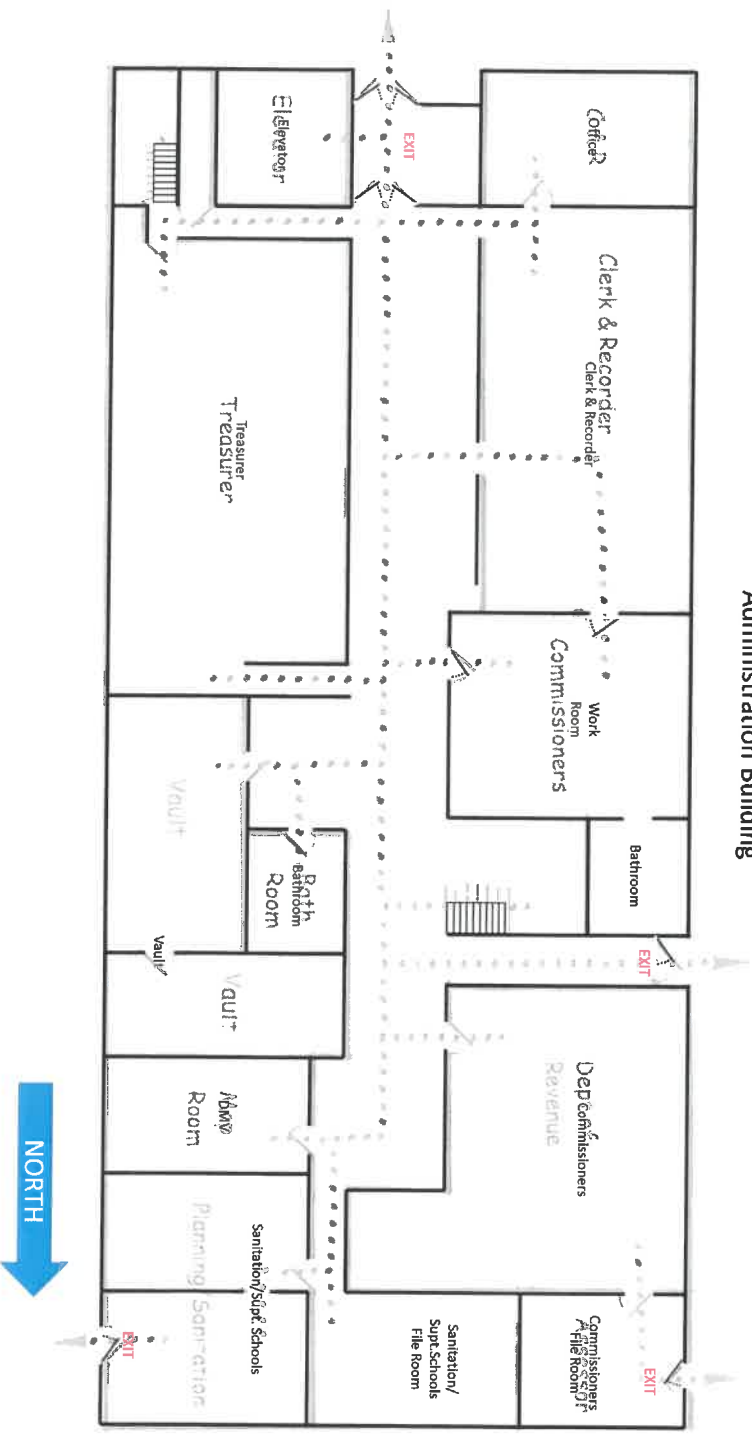


# Admin Building – First Floor

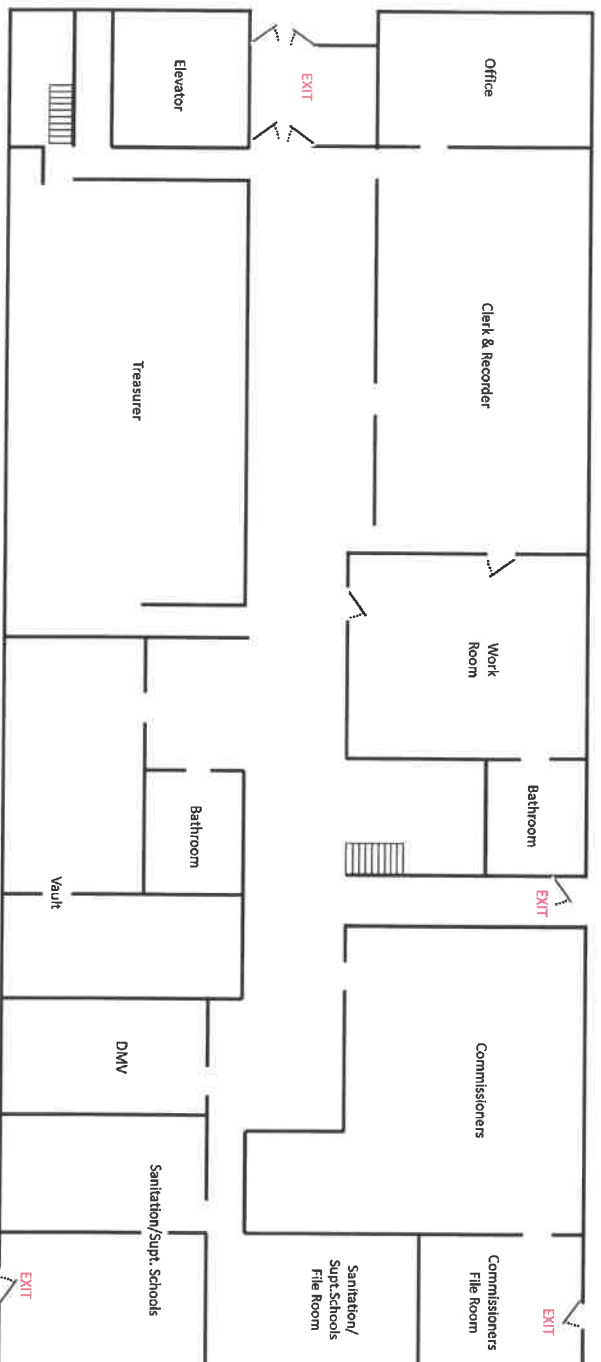


Carbon County Administration Building

## Administration Building

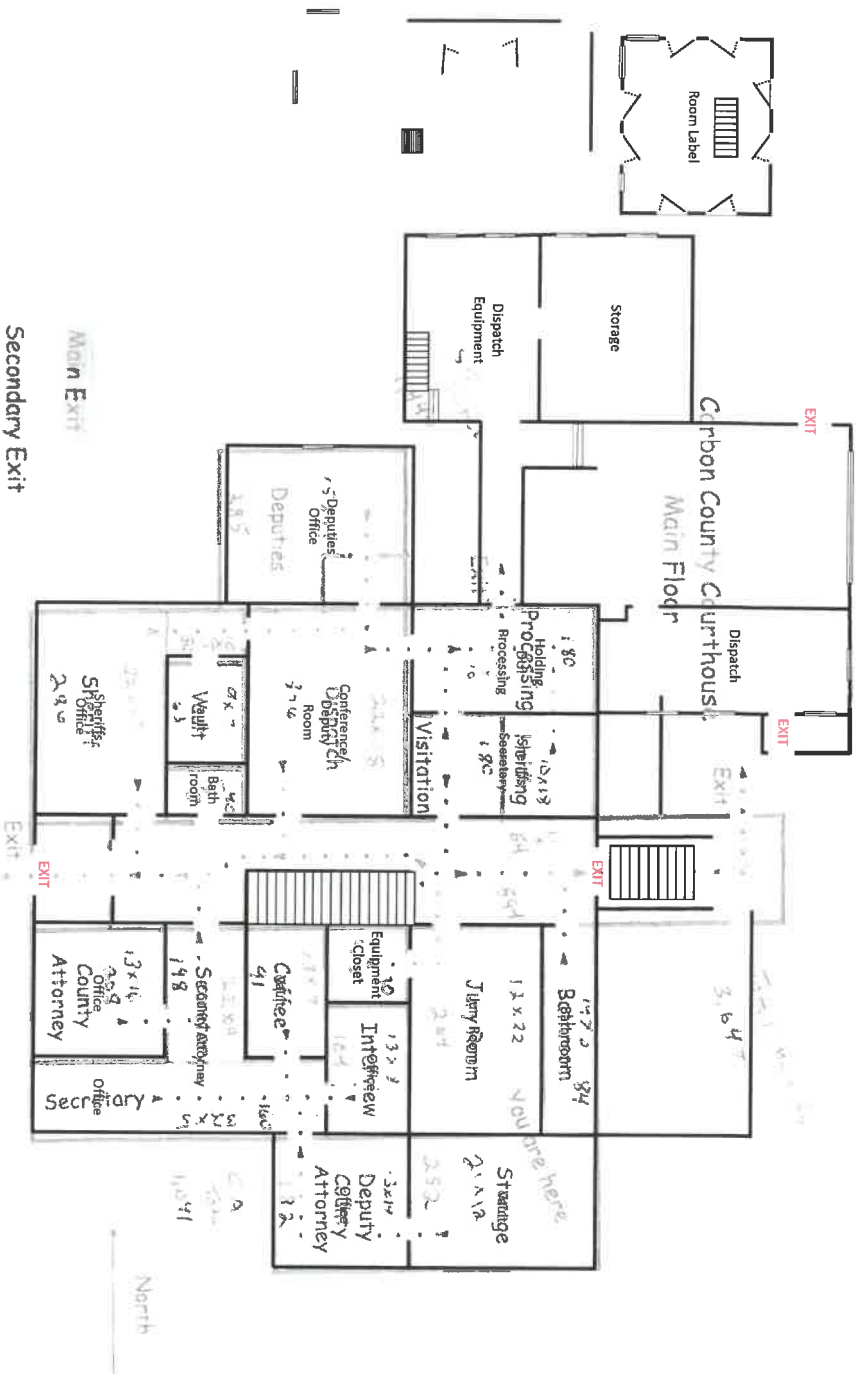


# Administration Building – Main Floor

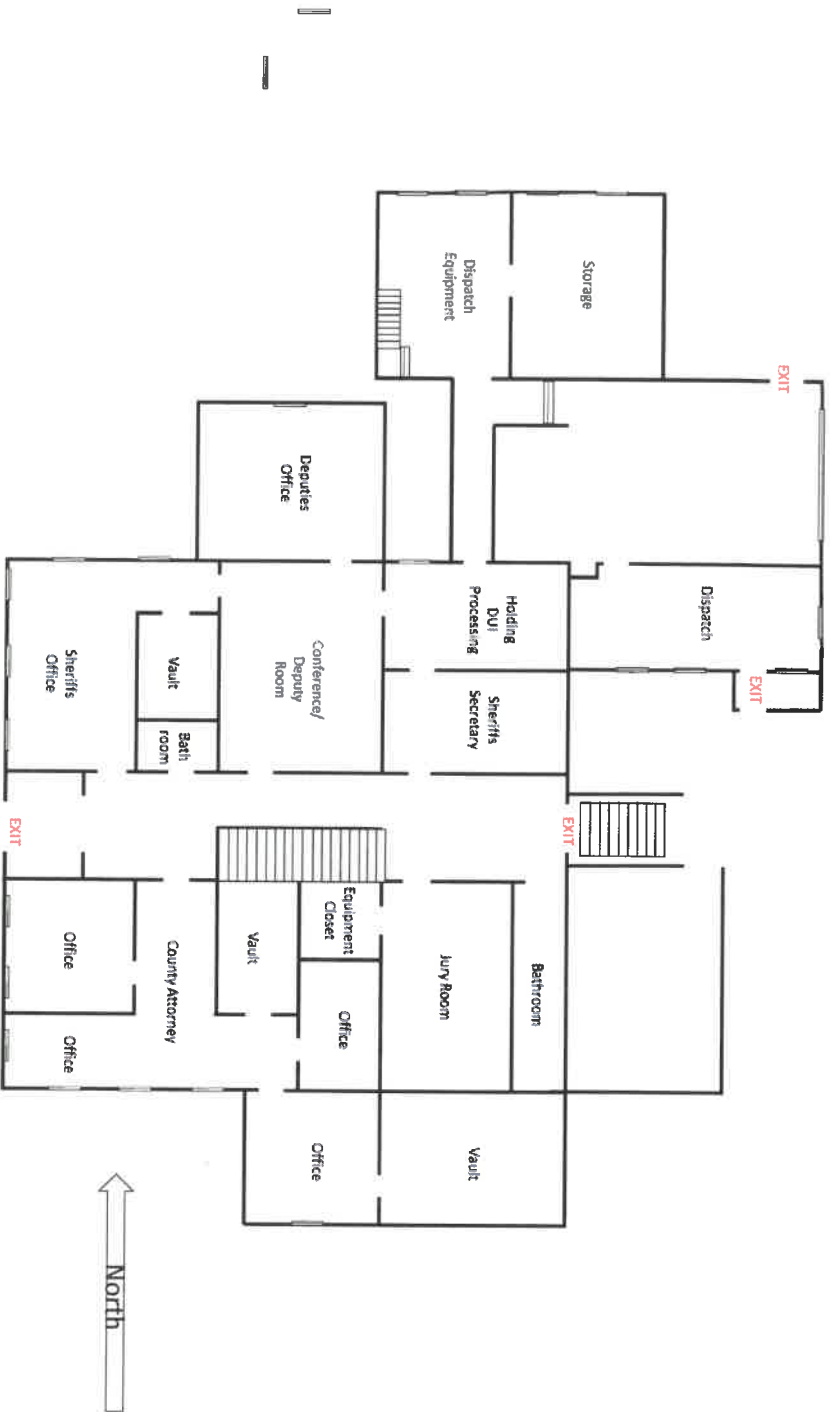




# Courthouse- First floor



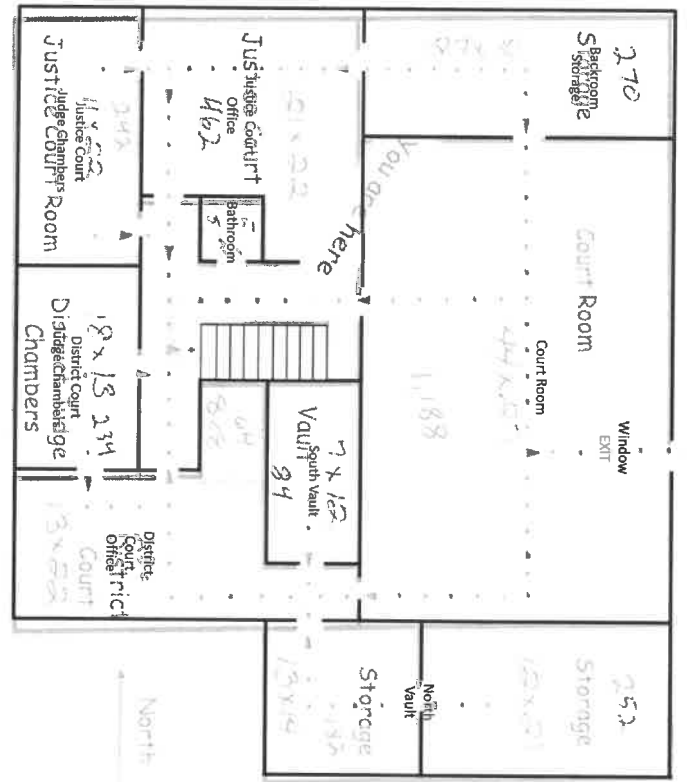
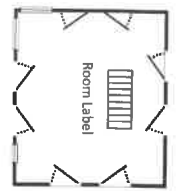
# Courthouse – First Floor



# Courthouse- Second floor

Carbon County Courthouse

2<sup>nd</sup> Floor



Main Exit

Secondary Exit

Broadway Avenue

North

# Courthouse – Second Floor

