BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS

121 3rd St W
Room 301
Hardin, MT 59034

Members
George Real Bird III, Presiding Officer
Larry Vandersloot, Member
Lawrence Big Hair, Member

BIG HORN COUNTY BOARD OF COUNTY COMMISSIONERS MINUTES
April 2, 2026
9:30 AM

1. Call to Order

Commissioner Real Bird, Presiding Officer calls meeting to order.

2. Roll Call

Presiding Officer District 1 Real Bird III, Commissioner District 3 Vandersloot, Commissioner District 2 Big Hair were all in attendance. County Attorney Torske, Deputy County Attorney, Heather Ready, Human Resources, Teresa Turns Plenty were also in attendance.

3. Claim Approvals

Commissioner Vandersloot entertained a motion to approve claims 1253 and 1254. The motion was seconded by Commissioner Big Hair and passed unanimously.

4. Approve Minutes and Supporting Documents

Commissioner Vandersloot entertained a motion to approve March 19, 2026. The motion was seconded by Commissioner Big Hair and passed unanimously.

5. Personnel/Legal

Resignations

(CLOSED DOOR)

The board resumed at 10:35. Commissioner Vandersloot entertained a motion to accept the resignations that were presented during closed door. The motion was seconded by Commissioner Big Hair and passed unanimously.

6. Old Business

Area II COA FY 26 Contract

Heather Ready, Deputy County Attorney, explains that this is part of a 3-year contract. The only change is an increase in match. Commissioner Vandersloot entertained a motion to approve the Contract with Area II. The motion was seconded by Commissioner Big Hair and passed unanimously.

7. New Business

Create Dispatch Board

Commissioner Vandersloot entertained a motion to table this until the next meeting. The motion was seconded by Commissioner Big Hair and passed unanimously.

Notice of Course and Scope

Commissioner Vandersloot entertained a motion to approve resolution 2026-23. The motion was seconded by Commissioner Big Hair and passed unanimously.

JBarJ

Commissioner Vandersloot entertained a motion to approve the contract with JBarJ Pro Rodeo livestock contract. The motion was seconded by Commissioner Big Hair and passed unanimously.

8. Public Comments

9. Discussion

Commissioner Vandersloot would like to have the offices open at noon with the employees staggering their lunches to accommodate the public. The resolution states they "may" close, so it would be up to the elected official in each office if they choose to stay open or close for the lunch

hour. Commissioner Real Bird would like the JBarJ contract cleaned up and say Big Horn County Fair.

10. Adjourn

There being no other business, the board adjourned.

Approved: _____
George ~~Real Bird III~~, Presiding Officer

Attest: _____
Peri Schenderline, Deputy Clerk & Recorder

CONTRACT NUMBER: 2024-005

BETWEEN

AREA II AGENCY ON AGING

AND

BIG HORN COUNTY COMMISSIONERS

FOR

MONTANA'S OLDER AMERICAN ACT PROGRAMS

AMENDMENT #2 FY26

EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2027

CONTRACT FROM AREA II AGENCY ON AGING
FOR THE PROVISION OF SERVICES

CONTRACT NUMBER: 2024-005

THIS CONTRACT is entered into between the AREA II AGENCY ON AGING, (hereinafter referred to as the "Agency"), whose contact information is as follows: 1502 4th Street West, PO Box 127, Roundup, MT, 59072, phone 406-323-1320 / fax 406-323-3859, and email mbrookie@area2aging.org; and BIG HORN COUNTY COMMISSIONERS (hereinafter referred to as the "Contractor)", whose Federal ID Number is 81-6001333, and whose contact information is as follows: PO Box 908, Hardin, MT, 59034, 406-665-9735, and (collectively, the "Parties")

RECITALS

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

SECTION 1. SERVICES/SCOPE OF WORK

A. The Agency is entering into a contract with Big Horn County Commissioners for the delivery of Older Americans Act programs, in the associated planning and service area, particularly described in Exhibit A – Scope of Work.

The purpose of this contract is:

1. The development and maintenance of a comprehensive and coordinated service delivery system for the provision of supportive, nutrition, information, caregiver, and advocacy services to older individuals in accordance with the Older Americans Act and the approved Area Plan.

2. To provide services for maximum dignity and independence for older Montanans, especially those with the greatest social and economic needs, those residing in rural areas and those that are homebound.

3. The continuation of a comprehensive and coordinated information, counseling, and assistance program for beneficiaries of health insurance relating to Medicare, Medicaid, Medicare supplemental policies, long-term care insurance, and other health insurance benefits.

4. To expand knowledge and understanding of aging and the aging process, test innovative ideas in programs and services for older individuals and help meet the needs for trained personnel in the field of aging through planning priorities on the education and training of personnel to work with and on behalf of seniors 60 and older.

B. Time is of the essence under this Contract.

C. The Agency and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.

D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:

a. Contract (this instrument)
b. Exhibit A – Scope of Work
c. Exhibit A-1 – Performance Measures
d. Exhibit A-2 – Medicaid Claiming (Federal Financial Participation)
e. Exhibit B – Federal and State Law Requirements
f. Exhibit C – Insurance Requirements
g. Exhibit D – Business Associate Agreement
h. Exhibit E – Assurances
i. Exhibit F – Dark Money Disclosure Declaration

SECTION 2. TERM OF CONTRACT

The term of this Contract is from July 1, 2023 through June 30, 2027 unless terminated in accordance with the Contract. Renewals or amendments of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. The Contract may not be renewed for more than a total of three years.

A. The term of this Contract is subject to termination at any time during the term of this Contract if the Agency determines that the monies to fund this Contract are no longer available as a whole or in part through federal or state appropriation or authorization; or the Contractor is failing as determined by the Agency to meet any of the performance, fiscal and reporting requirements under this Contract.

B. The Contractor, after termination for any reason of this Contract, remains subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities under this Contract including, but not limited to, state and federal reporting requirements, record retention, providing access and information for audits, indemnification, insurance, the protection of confidential information, recipient grievances and appeals, and property ownership and use.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Agency will pay the Contractor using a payment/fee schedule for the Services as follows:

A. For State Fiscal Year 2026 (July 1 – June 30) the Contractor will receive the following reimbursement:

1. Contracted Aging Supportive Services Budget
The total amount of funds to be expended under this Contract for Contracted Aging Supportive Services is $17,536.00. The services, line-item categories, and identification of resources are listed in Attachment A.

2. Congregate Meals Budget
The total amount of funds to be expended under this Contract for Congregate Meals Services is $56,342.00, plus an estimate of $2,364.00 in NSIP funds. The contract includes an additional estimate of $3,657.00 in commodities. The services, line item categories, and identification of resources are listed in Attachment A.

3. Home Delivered Meals Budget
The total amount of funds to be expended under this Contract for Home Delivered Meals Services is $43,132.00, plus an estimate of $1,343.00 in NSIP funds. The contract includes an additional estimate of $662.00 in commodities. The services, line item categories, and identification of resources are listed in Attachment A.

4. Total Reimbursement Available
The total reimbursement provided to the Contractor for the purposes of this Contract may not exceed $117,010.00, plus an estimate of $3,707.00 of NSIP funds. The contract includes an additional $4,319.00 of commodities per State Fiscal Year 2026 (July 1 – June 30) for which the contract is in effect and for the months for which the Contractor is eligible to receive contract funds.

5. Match Requirement
The Contractor must provide $14,833.00 in matching funds. Matching funds may not be federal funds. Matching funds may not be used as match for any other federal monies.

Agency administration match is required by the County. In the event the County is unable to meet the required match, the Contractor is responsible for this match requirement.

B. Transfer of Funds

1. Changes of 20% or more in the Contractor budgets must be approved by the Agency in writing prior to implementation.

2. The Contractor may elect to transfer not more than 30% of the funds allocated for programs under Part B (Supportive Services) and Parts C1 and C2 (Nutrition), between those programs, and not more than 40% between Parts C1 and C2.

C. Funds available under this Contract, may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvements of any building or other facility.

D. State General fund dollars must be spent within the State Fiscal Year or revert back to the State and the General Fund.

E. Project income must be used to meet program expenditures prior to using Title III funds.

F. Other Programs as Payors for Services – Non-Duplication of Payment

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

H. Billing Procedures and Requirements

1. The Agency will pay the Contractor in consideration of the goods and services the Contractor provides and renders under this Contract in 12 monthly, equal installments or an amount as determined by the Agency.

2. Payment to the Contractor shall be made to:

   Big Horn County Council on Aging
   PO Box 346
   Hardin, MT 59034

3. This contract is valid and enforceable only if sufficient funds are made available from the federal government to the State and by the State for the appropriate fiscal year for the purposes of this program.

4. The Contractor will use the budget template provided by the State Unit on Aging to submit monthly expenditures by the **7th calendar day of each month**. Failure to submit required reports on a timely basis will result in withholding of payments until the required reports are received. Financial reports shall be submitted in a format authorized by the Agency.

5. In order to receive Nutrition Services Incentive Program (NSIP) dollars, the Contractor must enter into Capstone, on or before the **10th calendar day of each month**, the units of service for congregate and home delivered meals. If Area II Agency on Aging enters units of service into Capstone for the Contractor, then Contractor must submit client logs to Area II Agency on Aging on or before the **5th calendar day each month**.

6. The Contractor must submit, on or before the **10th calendar day of each month** SHIP work in Capstone, including client contacts and public and media events.

7. The Contractor must submit, on or before the **10th calendar day of each month** all reporting related to Information and Assistance/ADRC, which includes client and caregiver contacts in Capstone.

8. Final year end budget reporting for each service must be submitted within 20 days following the fiscal year end or within 20 days upon expiration of the Contract.

9. Year end reporting on performance measures is due each year by **August 31st**. Any change from the baseline greater or lower than 10% requires a brief explanation as to the cause.

10. Each subcontract must set forth any reports the subcontractor is required to submit. It should indicate the time period covered by each report and the due date of the report. Failure to submit required reports on a timely basis will result in withholding of payments until the required reports are received.

11. NSIP expenditures must be reported on the monthly budget. When the Contractor is participating in the USDA Commodities program, the value of commodities used will be reported monthly.

12. The Contractor must provide the Agency with a copy of the current 990 annually and copy of the Contractor's Annual Report filed with the Montana Secretary of State's Office. If the Contractor utilizes subcontractors to provide Older Americans Act services throughout Contractor's service area, copies of those contracts must be provided to the Agency along with subcontractors' 990.

13. Contractor's providing nutrition meal programs must provide menus to the Agency **by the 15th of the month prior to the month it will be served**. Verification of ServSafe certification for required nutrition personnel must be submitted annually or as needed to the Agency.

I. Adjustments to Consideration

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

J. Sources of Funding

The sources of the funding for this Contract are $55,115.00 from the State General Fund and for the balance, Federal grants from: US Department of Health and Human Services and the US Department of Agriculture; CFDA 93.044 (Part B, Supportive Services), 93.045 (Parts C1 and C2, Nutrition), 93.052 (Part E, NFCSP), 93.779 (SHIP), 93.053 (NSIP) reduced by value of 10.570 (USDA Commodities), if applicable.

K. Erroneous and Improper Payments

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

L. Final Payment

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

M. Withholding for Failure to Perform

If the Agency finds that the Big Horn County Council on Aging has failed to comply with Federal or State laws, including the area plan requirements, regulations or policies, the State may withhold a portion of the funds to the Big Horn County Council on Aging available under the Older Americans Act. The Agency will give the Contractor written notice of both the amount to be withheld and of the basis for the withholding of payment.

SECTION 4. CREATION AND RETENTION OF RECORDS

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

B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.

C. The Contractor must provide the Agency and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 5. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

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

B. Audits and Other Investigations

The Agency and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, and program assessments to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Agency and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be

undertaken and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Agency, the Contractor must take corrective action to resolve program management assessment and/or audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Agency may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

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

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

SECTION 6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

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

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

C. Absent the express agreement of the Agency otherwise, the Agency's approval of any assignment, transfer, delegation or subcontract neither makes the Agency a party to that agreement nor creates any right, claim or interest in favor of any party to that agreement against the Agency.

D. The Contractor must immediately notify the Agency of any litigation concerning any assignment, transfer, delegation or subcontract.

E. The Contractor must, in accordance with the sections of this Contract regarding indemnification, indemnify and hold the Agency harmless with respect to any suit or action arising out of or brought by any party to an assignment, transfer, delegation or subcontract.

SECTION 7. INDEMNIFICATION

A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana and Area II Agency on Aging against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by

or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.

B. The Agency must give the Contractor notice of any allegation of liability and at the Contractor's expense the Agency shall cooperate in the defense of the matter.

C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Agency may undertake its own defense. If the Agency undertakes its own defense, the Contractor must reimburse the Agency for any and all costs to the Agency resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Agency including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 8. LIMITATIONS OF AGENCY LIABILITY

A. Any liabilities of the Agency and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.

B. The Agency shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 9. INSURANCE COVERAGE

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

SECTION 10. CONFLICTS OF INTEREST

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

SECTION 11. COMPLIANCE WITH LAWS/WARRANTIES

A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Exhibit B to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.

B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.

C. The Contractor must submit the assurances, where applicable, set forth and attached as Exhibit E to this Contract prior to commencement of work under this Contract.

D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.

E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the Agency or State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the Agency or State of Montana.

F. The Contractor must comply with all applicable Workers' Compensation requirements.

G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the Agency and State of Montana harmless from any liability on account of any such taxes or assessments.

SECTION 12. OWNERSHIP OF DATA AND DOCUMENTS

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

SECTION 13. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Agency provides to the Contractor or which the Contractor acquires on behalf of the Agency in the performance of this Contract which contains the personal information of any person.

2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Agency's request, the Contractor will allow the Agency to review and approve any specific security standards and procedures of the Contractor.

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

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

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

1. The Contractor must provide the Agency with written notice within five workdays of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.

2. With its notice, the Contractor must provide the Agency with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

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

E. Access/Use of Confidential Information

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

1. in conformity with governing legal authorities and policies;

2. with the permission of the persons or entities to whom or which the information pertains; and

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

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

SECTION 14. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS

A. If the Contractor is a "business associate" as defined at 45 C.F.R. § 160.103, it must comply with the privacy and security requirements for functioning as a "business associate" of the Agency or as a "covered

entity" under HIPAA and HITECH. In addition to executing this Contract, the Contractor must execute the Business Associate Agreement attached to this Contract as Exhibit D.

SECTION 15. PUBLICITY AND DISCLAIMERS

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

B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Agency or State Unit on Aging. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Contractor must include the statement:

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

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

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

SECTION 16. ACCESS TO PREMISES

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

SECTION 17. LIAISON AND SERVICE OF NOTICES

A. Marcy Brookie, 406-323-1320 (phone), 406-323-3859 (Fax), mbrookie@area2aging.org is the liaison for the Agency. Joni Schaff, 406-665-9768 (Phone), jschaff@bighorncountymt.gov is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this Contract. 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 Contract.

SECTION 18. PERFORMANCE ASSESSMENTS AND CORRECTIVE ACTIONS

A. The Agency may assess the Contractor's performance under this Contract to any extent and at any time.

B. If the Agency determines the Contractor or any employee, agent, or subcontractor of the Contractor, is failing to perform the duties and requirements under this Contract, the Agency may provide written notice of such failure to the Contractor. Within ten (10) business days after receipt of the written notice, the Contractor shall investigate the matters set forth in the notice and submit a written response to the Agency setting forth in detail any actions the Contractor agrees to undertake to remedy the failure. The time for responding may be extended by agreement of the parties. If in the opinion of the Agency the actions the Contractor sets forth in its response are not sufficient to remedy the failure, the Agency may propose written amendment of the contract setting forth corrective actions the Agency deems necessary to remedy the failure. If the parties cannot agree to such amendment, or if corrective actions agreed to pursuant to amendment are not performed or completed, the Agency may exercise any right it has under this Contract, including but not limited to termination of the Contract. Corrective actions may include but are not limited to:

1. Performance requirements
2. Repayment requirements
3. Accountability or review measures
4. Training or supervision requirements.

C. The Agency may exercise any right it has under this Contract, including but not limited to termination, without first undertaking corrective action pursuant to subsection B of this Section, or after having begun or undertaken corrective action under subsection B.

SECTION 19. FORCE MAJEURE

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

SECTION 20. CONTRACT TERMINATION

A. The Contractor may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Agency terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the

event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Agency has the right to terminate without cause even when a condition of force majeure exists.

B. The Agency may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any Exhibit to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.

C. The Agency may terminate this Contract in whole or in any aspect of performance under this Contract if:

1. federal or state funding for this Contract becomes unavailable or reduced for any reason; or

2. the Agency determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Agency shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Agency to Contractor. The option to terminate shall be at the sole discretion of the Agency.

D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Agency, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Agency or its designee, and shall allow the Agency access to the Contractor's facilities, records and materials to fulfill these requirements.

SECTION 21. ADDITIONAL REMEDIES

A. Withholding Payments

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

B. Reductions in Payments Due

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

C. If, in the Agency's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are

unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Agency, and the default is capable of being cured by the Agency or by another resource without unduly interfering with continued performance by the Contractor, the Agency, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Agency will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Agency, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising and staff time costs.

D. Stop Work Order

1. The Agency may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Agency after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.

2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Agency, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

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

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

SECTION 22. CHOICE OF LAW, REMEDIES AND VENUE

A. This Contract is governed by the laws of the State of Montana.

B. For purposes of litigation concerning this Contract, venue must be in the Fourteenth Judicial District in and for the County of Musselshell, State of Montana.

C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.

SECTION 23. GENERAL

A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.

B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.

C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.

D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Agency, including request for proposal, if any, govern over the Contractor's proposal, if any.

E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.

F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.

G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

H. This Contract may be executed in counterparts, which together will constitute one instrument.

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

AREA II AGENCY ON AGING

BY: _____ Date: _____
Marcy Brookie, Area II Executive Director

CONTRACTOR – BIG HORN COUNTY COMMISSIONERS

BY: _____ Date: 04.02.2026
County Commissioner

BIG HORN COUNTY COUNCIL ON AGING

BY: _____ Date: 4-2-26
Joni Schaff, Director

EXHIBIT A To Contract No. 2024-005

SCOPE OF WORK

The functions, responsibilities, and activities of the Contractor in implementing the Older Americans Act and the area plan include, but not limited, to those mentioned in this attachment. The programs of services to be delivered by the provider are the following:

1. NSIP Commodities Requirements:

   a) Commodities shall be requested from DPHHS/HCS on Form DPHHS-FD-017, "Requisition and Receipt for USDA Donated Foods", only in such quantities as can be fully utilized without waste with total stock turnover within six (6) months of receipt. All DPHHS-FD-017's submitted to DPHHS/HCS must be initialed by the site manager and signed as approved by the Area Agency on Aging.

   b) Storage for the commodities shall be provided in a place which is protected against infestation and theft, with adequate temperature-controlled areas for perishable commodities and comply with all standards set forth in DPHHS-FD-60, "Storage Guide".

   c) Any damaged, lost or out-of-condition commodities shall be reported to DPHHS/HCS immediately for claim determination and disposition.

   d) Allocated commodities shall be withdrawn and used within one (1) calendar year of receipt by DPHHS. If the commodities are not withdrawn or used within one (1) calendar year, the remainder of the allocated commodities shall be made available at no cost to all other Area Agencies on Aging within the program, without compensation to the Area Agency whose allocation is under-utilized.

   e) Facilities engaged in sub-distribution must keep accurate accounting of NSIP (Nutrition Services Incentive Program) commodities going to other outlets by maintaining amounts and signatures for any distribution to sub-sites.

   f) NSIP commodities are to be used solely for serving meals and supplements to the elderly aged sixty (60) and older and their spouses in sponsored facilities and their volunteer staff, and are not to be sold, exchanged, or otherwise disposed of without the prior approval of DPHHS/HCS. In instances where recipients are required to pay for meals, these meals are not eligible for USDA reimbursement.

   g) Any corrective actions required by DPHHS/HCS shall be completed within sixty (60) days of notification or prior to delivery of next commodity order, whichever is sooner.

   h) Commodities may not be resold.

   i) Commodities shall not be repackaged or reprocessed into different end-products, without prior written approval of DPHHS/HCS.

j) Contractor accepts full financial and administrative responsibility for ordering, service or handling charges, accounting for and proper storage and utilization of commodities received from DPHHS/HCS.

k) Any improper use of commodities, and any loss of, or damage to commodities caused at the sub-sites or by contract food processors or commercial/volunteer cargo carrier shall be the responsibility of the Contractor.

l) Commodities shall be surveyed and ordered in accordance with the following formula:

> Commodity order plus inventory (commodities on-hand and in the DPHHS/HCS warehouse) is less than or equal to one hundred-twenty percent (120%) of the previous twelve (12) months product utilization.

Amounts in excess of this formula may be ordered only with the prior written approval of DPHHS/HCS.

m) Any agreement with a food service company, or other persons, to conduct feeding operations for an Area Agency on Aging shall be in writing and be subject to the provisions of 7 CFR 250.30(c), and CFDA Catalogue No. 10.570 Nutrition Services Incentive Program. DPHHS/SLTC shall retain the right to review and/or amend such agreements if they are in conflict with USDA, FNS regulations or guidelines. DPHHS/SLTC will take action to obtain restitution in connection with claims against such food service company, or other persons, for the loss of, or damage to commodities.

n) Conduct on-site reviews of NSIP recipients to determine compliance with federal regulations.

o) Provide training to NSIP sites regarding commodities storage, handling and all other aspects concerning the administration of the commodities program.

2. Aging Supportive Services:

The Contractor will provide services in their Planning and Service Area for the provision of services to those age 60 and older, with the greatest economic and social need. The services and units may include:

a) Congregate Meals – A unit of service is one (1) meal
b) Disease Prevention and Health Promotion Services – A unit of service is one (1) hour
c) Homemaker – A unit of service is one (1) hour
d) Home Chore – Unit of service is one (1) hour
e) Home Delivered Meal – Unit of service is one (1) meal
f) Information and Assistance – A unit of service is one (1) contact
g) Legal Services – A unit of service is one (1) hour of legal advice, consultation by an attorney or other person acting under the supervision of an attorney (either paid or pro bono)
h) Nutrition Education – A unit of service is one (1) training program
i) Outreach – A unit of service is one (1) individual contact made outside the office
j) Personal Care – A unit of service is one (1) hour

k) Respite Care – A unit of service is one (1) hour
l) Senior Center – A unit of service is one (1) visit per day
m) Senior Companion – A unit of service is one (1) hour
n) Skilled Nursing Services – A unit of service is one (1) hour
o) Transportation – A unit of service is one (1) one-way trip
p) Transportation (Assisted) – A unit of service is one (1) one-way trip, assistance includes escorting who has difficulties using regular vehicular transportation (physical or cognitive)

3. Training:

Up to five percent of Title III-B funds may be used for the purpose of travel and per diem expenses for the training of staff, SHIP counselors, information and assistance personnel, ombudsmen, nutrition and senior center directors. Training topics may include the Older Americans Act and regulations, senior centers and focal points, nutrition, ombudsman issues, legal, coordination and planning, outreach, potential referral sources for Information and Assistance, Medicare, and reporting requirements.

Documentation of staff that have completed American Indian cultural awareness training will be provided to the Area II Agency on Aging annually.

Mandatory minimum training participation includes Ombudsman, I & A and SHIP as established by the State Office on Aging.

The Contractor must reimburse travel and per diem expenses for the mandatory training sessions, at a minimum, in accordance with state rates. These rates are:

Mileage: 70 cents per mile

In-state Meals:		Out of State Meals
Breakfast	$11.20	$16.00
Lunch	$13.30	$19.00
Dinner	$19.60	$28.00

Lodging: Overnight (with receipt): Actual cost not exceeding $110.00, plus tax.

EXHIBIT A-1 To Contract No. 2024 -024

Summary of Outcomes Performance Measures-Area 2

Reports shall be submitted within 30 days of the Federal Fiscal year. Failure to do so may result in delayed payments. ***Summary of Outcomes Performance Measures have been revised from the Area Plan to reflect the Contractor's obligations.***

Goal 1 a. SUPPORTIVE SERVICES - Offer Supportive Services Programs that result in older Montanans living a life of independence and self-determination in the community of their choosing.

Strategy e. – Provide support and participation in community coalitions and efforts to provide and increase service options.

Strategy f. - Continue to provide service at or exceeding current levels; Senior Center Activities 1,355 Individuals / 8,535 units of service;

Goal 1 b. - NUTRITION - Program participants will meet their nutrition and nutrition education needs through provision of quality nutritious meals and information received.

Strategy a. – Participate in "cook's workshop" and nutrition trainings to ensure that quality meals are provided to program participants in a safe setting without regard of social or economic circumstances and within program guidelines.

Strategy d. – Continue to utilize the USDA Commodities Products to help reduce the actual raw food expenses while expanding options of available foods to program participants.

Strategy e. - Maintain or increase the level of service provided through meal programs. In FY 2025 there were 8,473 meals served to 1,369 unduplicated individuals in the Congregate Meal Program and 4,724 meals served to 462 individuals in the Home Delivered Program.

AGING AND DISABILITY RESOURCE CENTER PROGRAM AGREEMENT

STATEMENT OF WORK: OUTREACH & LINKAGE

The purpose of this agreement is to provide the Aging Services Bureau of the Senior and Long Term Care Division and its contractors, Area Agencies on Aging operating Aging and Disability Resource Centers (ADRCs), reimbursement for a portion of the expenses they incur when performing Medicaid-related administrative activities. The reimbursed activities are to be congruent with and supportive of furthering the goals and objectives of Montana State's Medicaid programs and services.

Administrative activities reimbursed by Medicaid are limited to outreach and application assistance for Medicaid enrollment and activities that ensure appropriate utilization of Medicaid services by Medicaid recipients. These activities include the following: providing information about the Medicaid program, completing an initial screening for long term care needs, helping potential Medicaid eligible clients through the application process, and enhancing the ability of Medicaid eligible clients to access Medicaid services. Activities that link clients with services other than Medicaid are not reimbursable under the Administrative Match program.

Specific administrative match activities, and examples of such activities, are described below:

1. **CONTACT WITH CLIENT OR ANOTHER AGENCY REGARDING MEDICAID ELIGIBILITY**
   Perform outreach activities to:

   - Inform low-income individuals and communities regarding the availability of Medicaid coverage and explain health and long term care benefits coverage through Medicaid
   - Identify individuals potentially needing long term care services that may result in applications referred for eligibility determinations.

2. **INFORMATION, REFERRAL AND OPTIONS COUNSELING REGARDING MEDICAID ISSUES AND MEDICAID FUNDED SERVICES**
   Provide basic information on long term care services and ways that these services can be paid for, including assistance through Medicaid. As appropriate, provide Options Counseling, which requires the development of an action plan, as well as follow-up.

   Potential Medicaid programs or coverage include:

   - Medicaid medical assistance
   - Medicaid long-term care coverage
   - Medicaid Home and Community Services Waiver program
   - Special Low-Income Medicare Beneficiary (SLMB) program
   - Qualified Medicare Beneficiary (QMB) program

- Qualified Individual (QI) program
- Medicaid lien and estate recovery program
- Telephone assistance program for Medicaid clients

Provide appropriate referrals to local public benefits offices for eligibility determinations. These offices include;

- The Office of Public Assistance for all Medicaid related assistance programs.
- Mountain Pacific Quality Health Foundation for level of care determinations.

3. INTAKE ACTIVITIES

For clients seeking long term care services, conduct an initial intake screening that looks at the following issues:

- Identify the problem leading to the inquiry, the knowledge and capacities of the inquirer, and the urgency of the problem, to determine how to approach the information-giving service.
- Perform a situational assessment to evaluate the individual's housing and infrastructure, family status, community support and risk of abuse or neglect.
- Use the standardized ADRC intake screening tool or the BenefitsCheckUp through the National Council on Aging to determine appropriate public assistance (Medicaid) referrals.
- Advise the individual, if appropriate, regarding Medicaid eligibility requirements (e.g., paperwork requirements, process for applying).
- Assist the individual and family to understand the results of the intake screening by discussing the following:
  * Current and expected impact of the individual's condition(s) on their life
  * Type(s) of care (e.g., chore service, attendant care) that will help to alleviate that impact
  * Impact of the client's financial status on long term care options and Medicaid as a potential funding source to pay for long term care services.

4. ASSIST IN COMPLETING APPROPRIATE MEDICAID APPLICATIONS

Provide assistance as needed with completing the following Medicaid forms for Medicaid funded services:

- Medicaid medical assistance/SNAP application form (DPHHS-HCS-250)
- Long term care Medicaid application form (DPHHS-HCS-245)
- QMB/SLMB application form (DPHHS-HCS-004AA)
- Medicaid only application form (DPHHS-HCS-253)
- MEDS packet (DPHHS-HCS 491,492,493)
- SNAP only application form (DPHHS-HCS-252)

Provide assistance to client or Medicaid eligibility staff whenever possible to expedite the Medicaid eligibility approval process. Such activities may include, but not be limited to:

- Answering benefits-related inquiries about available services or the application process.
- Assisting family members, legal representatives or current providers in the Medicaid application process when the potential recipient is unable to do so.

- Assist clients in completing paper forms or using the ADRC web-based application system to complete applications.
- Assist client in collecting necessary supporting documents to go with application, including proof of citizenship, income and resources
- Assist the client in submitting the application to the local Office of Public Assistance
- Assist clients if there are issues or problems that arise during the Medicaid eligibility processing period
- Contact the Office of Public Assistance to schedule an interview if needed
- Accompany client to interview if requested
- Refer clients for a Level of Care (LOC) functional screening if appropriate
- Explain benefits and how to use them once individual becomes eligible
- Assist eligible clients in linking with other Medicaid related support services, if necessary
- Assist clients with the Medicaid redetermination process
- Documenting Medicaid related activities

5. INTERACTION WITH MEDICAID ELIGIBILITY PROCESS

The ADRC and the agency responsible for Medicaid eligibility determinations will have a responsibility to coordinate when appropriate on behalf of the client. Both parties will follow their reporting guidelines for the interaction.

THIS CONTRACT DOES NOT COVER:

- Providing direct medical/health care or remedial services to individuals
- Expenses related to the development and production of materials or public marketing (including but not limited to materials for outreach, education, and training), except when prior written approval from Medicaid has been obtained through an amendment to this contract
- Expenses related to outreach and linkage activities provided to residents and/or inmates of public institutions who are ineligible for Medicaid
- Activities performed by case managers on behalf of clients (and their families) receiving services
- General public health promotion activities
- Professional development and training that a professional needs to know to perform the duties of his/her profession appropriately

This Agreement does not authorize the Contractor to provide training and/or technical assistance to other contractors or potential contractors regarding administrative match claiming. The Contractor is authorized to describe its administrative match program, encourage others to participate, and refer interested parties to Medicaid for additional information, training and technical assistance regarding administrative match claiming. Medicaid retains sole responsibility for all state policy, procedure and interpretations thereof.

EXHIBIT B To Contract No. 2024-005

FEDERAL AND STATE LAW REQUIREMENTS

A. Compliance with Federal Authorities

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

1. Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin;

2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age;

3. Education Amendments of 1972 (20 U.S.C. § 1681), prohibiting discrimination based upon gender;

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability;

5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability;

6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.

7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CRF Part 60, requiring equal employment opportunities in employment practices.

8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.

9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the "Lincoln Law"), prohibiting recipients of federal payments from submitting a false claim for payment.

10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate o foreign trade.

11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.

12. Debarment and Suspension (Executive Orders 12549 and 12689, 2 CFR 180 and 2 CFR Subtitle B, Chapter III Part 300) prohibiting contract awards to parties listed on government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

13. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.

14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), prohibiting the use of federal funds to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

15. Drug-Free Workplace Act of 1988, 41 U.S.C. §701, et. seq., requiring all organizations receiving federal monies to maintain a drug-free workplace.

16. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;
    a. **First-tier Subawards.**
    All recipients, unless exempt as provided in paragraph D, must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrs.gov.
    b. **Total Compensation of Recipient Executives.**
        i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
            (A) the total Federal funding authorized to date under this award is $25,000 or more;
            (B) in the preceding fiscal year, recipients received -
                (1) Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
                (2) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
                (3) The public does not have access to information about the compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.

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

(A) The Contractor is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at $25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than $25,000.

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

DPHHS
Attn: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
hhsffata@mt.gov

c. Total Compensation of Subrecipient Executives.

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

(i) in the subrecipient's preceding fiscal year, the subrecipient received:

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

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

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

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

(i) Subawards, and

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

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

18. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology For Economic And Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding and other requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.

19. Patient Protection and Affordable Care Act – P.L. 111-148

20. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.

B. Compliance with State of Montana Authorities.

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

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.

2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.

3. Montana Human Rights Act Title 49 MCA

4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

Exhibit C to Contract No. 2024-005

INSURANCE REQUIREMENTS

I. Insurance.

Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

II. Primary Insurance.

Contractor's insurance coverage shall be primary insurance with respect to the Department, its officers, officials, employees, and volunteers, and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Department, its officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

III. Insurance Requirements.

Specific Requirements for Commercial General Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage, of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor's officers, agents, representatives, assigns, or subcontractors.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the State of Montana's general supervision of the contractor; products and completed operations; and premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: The Contractor shall purchase and maintain occurrence coverage with split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), (OR combined single limits of $1,000,000 per occurrence) to cover such claims as may be caused by any act, omission, or negligence of the contractor's officers, agents, representatives, assigns, or subcontractors.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles owned, leased, hired, or borrowed by the contractor.

IV. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be declared to and approved by the Department. At the request of the Department, either: 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Department, its officers, employees, or volunteers; or 2) at its own expense, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses. Note: The deductible/self-insured provision does not apply to political subdivisions of the state (i.e. counties, cities, towns, and school districts) under §2-9-211, MCA.

V. Certificates of Insurance.

Insurance is to be placed with an insurer with a Best's rating of no less than A-. Note: Best's ratings do not apply to political subdivisions of the state (i.e. counties, cities, towns, and school districts) under §2-9-211, MCA. All certificates and endorsements are to be received by the Department prior to the provision of a service or purchase of a product. Contractor must notify the Department immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The Department reserves the right to require complete copies of insurance policies or self-insured memorandums of coverage at all times.

Exhibit D to Contract No. 2024-005

BUSINESS ASSOCIATE AGREEMENT

PARTIES

This Business Associate Agreement (Agreement) in entered into between the Area II Agency on Aging, (the Agency), 1502 4th St West, PO Box 127, Roundup, MT 59072, (406) 323-1320, e-mail mbrookie@area2aging.org and Big Horn County Commissioners (Business Associate) whose nine (9) digit Federal ID Number is 81-6001333, and whose address, phone number, and e-mail address are PO Box 908, Hardin, MT 59034, 406-665-9735.

THE PARTIES AGREE AS FOLLOWS:

1. Business Associate Status

a. The Agency is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 42 U.S.C. § 1320d-d8, and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, as codified at 42 U.S.C. §§ 300jj et seq. and §§ 17901, et seq. and the implementing regulations for the two acts at 45 CFR Parts 160, 162 and 164.

b. The Agency has determined it is a hybrid entity as defined in the implementing regulations, that is a covered entity performing both covered and non-covered functions. Under the HIPAA and HITECH and the implementing regulations, the Business Associate, as an entity that performs or assists in the performance of an administrative or data function for the Agency involving the use or disclosure of protected health information (PHI) for the Agency, is acting as a business associate of a covered entity.

2. Definitions that Apply to This Agreement

Terms used in this Agreement have the same meaning as those terms in the HIPAA and HITECH Acts and the implementing regulations.

3. Status as a Business Associate

The Business Associate agrees that it is a Business Associate of the Agency, as defined at 45 CFR § 160.103, and further agrees that it is obligated to comply with the terms of this Agreement and with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

4. Obligations of Business Associate

The Business Associate, as a business associate of the Agency, must:

a. use or disclose PHI, including E-PHI, only as is permitted or required by this Agreement, in compliance with the Agency's minimum necessary standard policies and procedures, or by applicable law inclusive of 45 CFR Parts 160, 162 and 164;

b. use appropriate safeguards to prevent use or disclosure of PHI and E-PHI other than as provided for by this Agreement or by law;

c. implement appropriate administrative, physical and technical security safeguards as set forth in § 164.306, § 164.308, and § 164.312, that reasonably and appropriate protect the confidentiality, integrity, and availability of PHI and prevent use or disclosure of the PHI other than as provided for by this Agreement;

d. mitigate to the extent practicable and as may be directed by the Agency any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate that is in violation of the requirements of this Agreement;

e. report in a timely manner as required by law and this Agreement to the Agency any use or disclosure of the PHI not provided for by this Agreement inclusive of uses and disclosures of information that are not in compliance with the minimum necessary standard;

f. report to the Agency any security incident of which it becomes aware, and at the request of the Agency must identify: i) the date of the security incident, ii) the scope of the security incident, iii) the Business Associate's response to the security incident, and iv) the identification of the party responsible for causing the security incident, if known;

g. enter, as required by 45 CFR § 164.504, into Business Associate Agreements containing the terms and conditions as required by the HIPAA and HITECH Acts and the implementing regulations and as are stated in this Agreement, with any subcontractors performing services in relation to the services being provided by the Business Associate for the Agency that involve PHI; and

h. make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Agency, available to the Agency, or to the Secretary of the Federal Department of Health and Human Services in accordance with § 164.408, in a time and manner prescribed by the Agency or designated by the Secretary, for purposes of the Secretary determining the Agency's and the Business Associate's compliance with the Privacy Regulation, the Security Regulation and the HITECH Act;

i. document disclosures of PHI and collect information related to those disclosures necessary for the Agency to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and Section 13405(c) of the HITECH Act;

j. provide to the Agency or a person, in time and manner prescribed by the Agency, documentation necessary for the Agency to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Notwithstanding 45 CFR § 164.528(a)(1)(i), the Business Associate must document disclosures of PHI made through an electronic health record to carry out treatment, payment or health care operations as provided by 45 CFR § 164.506 in the six years prior to the date on which the accounting is requested, and to collect information related to such disclosures as required by the Secretary in regulation pursuant to Section 13405(c)(2) of the HITECH Act;

k. implement a response program, in compliance with Section 13402 of the HITECH Act and implementing regulations, and Subpart D of 45 CFR Part 164 that specifies the actions to be taken when the Business Associate detects or becomes aware of unauthorized access to information systems. The response program must include the following features:

(i) The Business Associate must notify the Agency, by facsimile or telephone, of any breach or suspected breach of its security related to areas, locations, or computer system which contain unsecured PHI, including, without limitation, any instance of theft, unauthorized access by fraud, deception, or other malfeasance or inadvertent access (an "incident") in accordance to 45 CFR § 164.410, as promptly as possible, upon having reason to suspect that an incident may have occurred or determining the scope of any such incident, but in no event later than two (2) calendar days upon having reason to suspect that an incident may have occurred;

(ii) In the event of any incident, the Business Associate must provide to the Agency, in writing, those details concerning the incident as the Agency may request, and must cooperate with the Agency, its regulators and law enforcement to assist in regaining possession of the unsecured PHI and in preventing its further unauthorized use, and take any necessary remedial actions as may be required by the Agency to prevent other or further incidents;

(iii) If the Agency determines that it may need to notify any person(s) as a result of such incident that is attributable to the Business Associate's breach of its obligations under this Agreement, the Business Associate must bear all reasonable direct and indirect costs associated with the determination, including, without limitation, the costs associated with providing notification to the affected person, providing fraud monitoring or other services to affected persons and any forensic analysis required to determine the scope of the incident;

(iv) The Business Associate, working in cooperation with the Agency, must update the notice provided to the Agency under this Agreement of the incident to include, to the extent possible and as soon as possible, the identification of each person whose unsecured PHI has been, or is reasonably believed by the Business Associate or the Agency to have been accessed, acquired, used or disclosed during the incident and must provide any of the following information the Agency is required to include in its notice to the person pursuant to 45 CFR § 164.404(c):

(A) A brief description of what happened, including the date of the incident and the date of the discovery of the incident, if known;

(B) A description of the types of unsecured PHI that were involved in the incident (e.g., Social Security Number, full name, date of birth, address, diagnosis);

(C) Any steps the person should take to protect themselves from potential harm resulting from the incident;

(D) A brief description of what is being done to investigate the incident, mitigate the harm, and protect against future incidents;

(E) Contact procedures for persons to ask questions or learn additional information which shall include a toll-free number, an e-mail address, website, or postal address;

(F) This additional information must be submitted to the Agency immediately at the time the information becomes available to the Business Associate;

(v) limit its use and disclosure of PHI created or received by the Business Associate from or on behalf of the Agency to uses or disclosures as are permitted to the Business Associate under the

applicable requirements of 45 CFR § 164.504(e) and the HITECH Act and the terms of this Agreement. The Business Associate must also comply with the additional requirements of Subtitle D of the HITECH Act that relate to privacy and that apply to covered entities and to the Business Associate as a business associate; and

(vi) respond to a person's request under 45 CFR § 164.522(a)(1)(i)(A) that the Business Associate restrict the disclosure of the person's PHI.

5. Permitted Uses, Disclosures and Limitations

a. Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI on behalf of, or to provide services to, the Agency for the following purposes, if such use or disclosure of PHI would not violate the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by the Agency or otherwise violate the minimum necessary policies and procedures of the Agency.

b. The Business Associate may use PHI to report violations of federal and state laws to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1) and (2).

c. The Business Associate, as required by 45 CFR § 164.504(e)(1)(iii), must terminate any business associate agreement with a subcontractor that violates the requirements of this Agreement or the applicable law.

d. The Business Associate shall not directly or indirectly receive remuneration in exchange for PHI that is created or received by the Business Associate from or on behalf of the Agency.

6. Use and Disclosure for Business Associate's Purposes

a. The Business Associate must use and disclose PHI that is created or received by the Business Associate from or on behalf of the Agency in compliance with each applicable requirement of 45 CFR § 164.504(e) and the HITECH Act.

b. The Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate provided that:

(i) the disclosures are required by law;
(ii) the disclosures are expressly authorized in this Agreement by the Agency;
(iii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only for the purpose for which it was disclosed to the person; and
(iv) the Business Associate requires the person to whom the information is disclosed to report immediately any incident of which it is aware in which the confidentiality of the information has been breached.

c. The Business Associate may only use PHI for Data Aggregation purposes if the Agency in this Agreement expressly authorizes those purposes and the Data Aggregation is permitted in accordance with 42 CFR § 164.504(e)(2)(i)(B).

d. To the extent otherwise permitted by this Agreement, a communication that is described in the definition of Marketing in 45 CFR § 164.501 for which the Agency receives or has received Direct or Indirect Payment (excluding payment for Treatment) in exchange for making such communication, shall not be considered a Health Care Operation unless:

(i) such communication describes only a drug or biologic that is currently prescribed for the recipient of the communication and any payment received in exchange for making such a communication is reasonable in amount; or

(ii) the communication is made by the Business Associate on behalf of the Agency and the communication is otherwise consistent with this Agreement. No communication may be made by the Business Associate without prior written authorization by the Agency.

7. Obligations of the Agency

a. The Agency must notify the Business Associate of any limitation(s) in the Agency's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI. A copy of the Agency's Notice of Privacy Practice is attached to this Agreement and incorporated herein.

b. The Agency must notify the Business Associate of any changes in, or revocation of, permission by a person to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

c. The Agency must notify the Business Associate of any restriction to the use or disclosure of PHI that the Agency has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

d. The Agency, except as may be expressly agreed to by the parties and stated in this Agreement, may not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by the Agency.

8. Term and Termination

a. The term of this Agreement shall be effective as of the effective date that the Business Associate begins delivery of its services and shall terminate when all of the PHI provided by the Agency to the Business Associate, or created or received by the Business Associate on behalf of the Agency, is destroyed or returned to the Agency, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this subsection.

b. Upon the Agency's knowledge of a breach, as defined in § 164.402, by the Business Associate, the Agency, as its sole discretion, must provide an opportunity for the Business Associate to:

(i) cure the breach; or
(ii) end the violation and terminate this Agreement if the Business Associate does not cure the breach; or
(iii) end the violation within the time specified by the Agency; or
(iv) immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
(v) if neither termination nor cure are feasible, the Agency must report the violation to the Secretary.

c. Upon the Business Associate's knowledge of a material breach by the Agency, the Business Associate must either:

(i) notify the Agency of such breach in reasonable detail, and provide an opportunity for the Agency to cure the breach or violation; or
(ii) if cure is not possible, the Business Associate may immediately terminate this Agreement; or
(iii) if neither termination nor cure is feasible, the Business Associate shall repot the violation to the Secretary.

d. The Agency may unilaterally terminate this Agreement with the Business Associate upon thirty (30) days written notice in the event:

(i) the Business Associate does not promptly enter into negotiations to amend this Agreement when requested by the Agency pursuant to the terms of this Agreement; or
(ii) the Business Associate does not enter into an amendment to this Agreement providing assurance regarding the safeguarding of PHI that the Agency, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA and HITECH Acts and the implementing regulations.

9. Effect of Termination.

a. Except as provided in this subsection, upon termination of this Agreement, for any reason, the Business Associate shall at the Agency's sole discretion return or destroy all PHI received from the Agency or created or received by Business Associate on behalf of the Agency. This Agreement shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the PHI.

b. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate must provide to the Agency notification of the conditions that make return or destruction infeasible. Upon written agreement by the Agency that return or destruction of PHI is infeasible, the Business Associate must extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

10. Miscellaneous.

a. Regulatory References.

A reference in this Agreement to a section in the Privacy Regulation or Security Regulation means the section as in effect or as amended.

b. Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Agency to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

c. Survival.

The respective rights and obligations of the Business Associate under this Agreement shall survive the termination of this Agreement.

d. Interpretation.

Any ambiguity in this Agreement shall be resolved to permit the Agency to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

AREA II AGENCY ON AGING

By: _____ Date: _____
Marcy Brookie, Executive Director
Address: PO Box 127, Roundup, MT 59072
Phone Number: 406-323-1320

BUSINESS ASSOCIATE

By: _____ Date: 04.02.2024
Big ~~Horn~~ County Commissioner
Address: PO Box 908, Hardin, MT 59034
Phone Number: 406-665-9735
Federal I.D. Number: 81-6001333

OMB Approval No. 0348-0040

Exhibit E to Contract No. 2024-005

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

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

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose

property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. □□ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. □□ 276a to 276a-7), the Copeland Act (40 U.S.C. □ 276c and 18 U.S.C. □□ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. □□ 327-333, regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard are to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approval State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. □□ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955k, as amended (42 U.S.C. □ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. □□ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. □□ 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Exhibit F to Contract No. 2024-005

Declaration Form
Dark Money Spending Disclosure Requirements

Contracting Entity shall comply with the State of Montana Executive Order No. 15-2018 requiring the disclosure of dark money spending.

Definitions. As used in this declaration form, the following definitions apply:

Electioneering Communication: A paid communication that is publicly distributed by radio, television, cable, satellite, internet website, mobile device, newspaper, periodical, billboard, mail, or any other distribution of printed or electronic materials, that is made within 60 days of the initiation of voting in an election in Montana, that can be received by more than 100 recipients in the district in Montana voting on the candidate or ballot issue, and that:

a. refers to one or more clearly identified candidates in that election in Montana;

b. depicts the name, image, likeness, or voice of one or more clearly identified candidates in that election in Montana; or

c. refers to a political party, ballot issue, or other question submitted to the voters in that election in Montana.

The term does not mean:

a. a bona fide news story, commentary, blog, or editorial distributed through the facilities of any broadcasting station, newspaper, magazine, internet website, or other periodical publication of general circulation unless the facilities are owned or controlled by a candidate or political committee;

b. a communication by any membership organization or corporation to its members, stockholders, or employees;

c. a commercial communication that depicts a candidate's name, image, likeness, or voice only in the candidate's capacity as owner, operator, or employee of a business that existed prior to the candidacy; or

d. a communication that constitutes a candidate debate or forum or that solely promotes a candidate debate or forum and is made by or on behalf of the person sponsoring the debate or forum.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	County Commissioner
APPLICANT ORGANIZATION Big Horn County Commissioners	DATE SUBMITTED 04.02.2026

In this definition, the phrase "made within 60 days of the initiation of voting in an election" means:

a. in the case of mail ballot elections, the initiation of voting occurs when official ballot packets are mailed to qualified electors pursuant to 13-19-206, MCA; or

b. in other elections the initiation of voting occurs when absentee ballot packets are mailed to or otherwise delivered to qualified electors pursuant to 13-13-214, MCA.

Contracting Entity: A bidder, offeror, or contractor.

Covered Expenditure means:

a. A contribution, expenditure, or transfer made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control, that:

   i. is to or on behalf of a candidate for office, a political party, or a party committee in Montana; or

   ii. is to another entity, regardless of the entity's tax status, that pays for an Electioneering Communication, or that makes contributions, transfers, or expenditures to another entity, regardless of its tax status, that pays for Electioneering Communication; and

b. The term excludes an expenditure made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control made in the ordinary course of business conducted by the entity making the expenditure; investments; or expenditures or contributions where the entity making the expenditure or contribution and the recipient agree that it will not be used to contribute to candidates, parties, or Electioneering Communication.

Solicitation Requirements. The Contracting Entity shall disclose Covered Expenditures that the Contracting Entity has made within two years prior to submission of its bid or offer.

The disclosure of Covered Expenditures is only required by the bidder/offeror whenever the aggregate amount of Covered Expenditures made within a 24-month period by the bidder/offeror, any parent entities, or any affiliates or subsidiaries within the bidder/offeror's control exceeds $2,500.

If the bidder/offeror meets the disclosure requirements, the bidder/offeror shall submit this signed declaration form indicating "Yes" AND the required disclosure form with its bid/proposal.

If the bidder/offeror does NOT meet the disclosure requirements, the bidder/offeror shall submit this signed declaration form with its bid/proposal indicating "No".

Annual Contract Requirements. The Contracting Entity agrees that if awarded a contract and the contract term exceeds, or has the potential to exceed 24 months, it must annually review and complete a new declaration form and disclosure form, if necessary.

☐ No - I do NOT meet the disclosure requirements. I certify that I have read, understand these requirements and the Contracting Entity has not made Covered Expenditures in excess of $2,500 in the 24 months immediately preceding the submission of this form.

_____
Company Name (Printed)

_____ _____
Authorized Signature Date

_____
Contract or Solicitation Number

☒ Yes - I meet the disclosure requirements for the 24 months immediately preceding the submission of this form. I have read, understand the requirements and I will complete the necessary disclosure form and submit it with this form. Disclosure Template: http://sfsd.mt.gov/SPB/Dark-Money

Big Horn County
Company Name (Printed)

[signature] 04.02.2024
Authorized Signature Date

_____
Contract or Solicitation Number

MONTANA DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES

AGING CONTRACTOR FINANCIAL REPORT

ATTACHMENT A

Contractor Name: Big Horn County Council on Aging
Reporting Period SFY 2026: July 1, 2025 - June 30, 2026
Service Total Budget
MASTS Service Number

EXPENDITURES	HD Meals	Cong Meals	Total All Services Budgets
Personnel & Fringe	97,982.00	68,089.00	259,173.00
Supplies	3,835.00	2,665.00	6,500.00
Raw Food/Meals	34,533.00	24,084.00	58,617.00
Raw Food/Commodities	662.00	3,657.00	4,319.00
Communications	-	-	-
Utilities	7,670.00	5,330.00	13,000.00
Repairs & Maintenance	7,093.00	4,929.00	12,022.00
Travel & Training	-	-	2,000.00
Building Space	-	-	-
Insurance	-	-	-
Equipment	-	-	-
Contracted Services	-	-	-
Other - Operating	7,611.00	5,289.00	12,900.00
Other - Match	-	-	-
Indirect Costs	-	-	-
TOTAL EXPENDITURES	159,386.00	114,043.00	368,531.00
REVENUES	HD Meals	Cong Meals	Total All Services Budgets
III-A	-	-	-
III-B	-	-	17,536.00
III-C1	-	28,785.00	28,785.00
III-C2	15,574.00	-	15,574.00
III-D	-	-	-
III-E	-	-	-
IIIB-Ombudsman	-	-	-
VII-EA	-	-	-
VII-Ombudsman	-	-	-
SHIP	-	-	-
MIPPA-SHIP	-	-	-
MIPPA-ADRC	-	-	-
MIPPA-AAA	-	-	-
NSIP	1,343.00	2,364.00	3,707.00
Commodities	662.00	3,657.00	4,319.00
Subtotal - Federal	17,579.00	34,806.00	69,921.00
STATE General Fund	27,558.00	27,557.00	55,115.00
Subtotal - Fed & State	45,137.00	62,363.00	125,036.00
Cash Match	4,703.00	7,035.00	14,833.00
In-Kind Match	-	-	-
Subtotal - Match	4,703.00	7,035.00	14,833.00
Project Income	39,530.00	27,470.00	67,000.00
Other Resources:	70,016.00	17,175.00	161,662.00
Federal Carryover	-	-	-
Other Fed/State funding	-	-	-
Reserves	(14,986.00)	(38,127.00)	(10,070.00)
Fundraising	-	-	-
Other Funding	85,002.00	55,302.00	171,732.00
TOTAL REVENUES	159,386.00	114,043.00	368,531.00

Expenditures - Revenues	-	-	-

Match Required:	2,748.35	5,079.71	10,922.65
Match Reported:	4,703.00	7,035.00	14,833.00

Unduplicated Clients	462.00	1,369.00	3,286.00
Units of Service	4,724.00	8,473.00	21,845.00

MONTANA DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES

AGING CONTRACTOR FINANCIAL REPORT

ATTACHMENT A

Contractor Name: Big Horn County Council on Aging
Reporting Period SFY 2026: July 1, 2025 - June 30, 2026
Service Total Budget
MASTS Service Number

EXPENDITURES	Senior Center	Health Screening	Transportation	Total SS
Personnel & Fringe	93,102.00	-	-	93,102.00
Supplies	-	-	-	-
Raw Food/Meals	-	-	-	-
Raw Food/Commodities	-	-	-	-
Communications	-	-	-	-
Utilities	-	-	-	-
Repairs & Maintenance	-	-	-	-
Travel & Training	2,000.00	-	-	2,000.00
Building Space	-	-	-	-
Insurance	-	-	-	-
Equipment	-	-	-	-
Contracted Services	-	-	-	-
Other - Operating	-	-	-	-
Other - Match	-	-	-	-
Indirect Costs	-	-	-	-
TOTAL EXPENDITURES	95,102.00	-	-	95,102.00
REVENUES	Senior Center	Health Screening	Transportation	Total SS
III-A	-	-	-	-
III-B	17,536.00	-	-	17,536.00
III-C1	-	-	-	-
III-C2	-	-	-	-
III-D	-	-	-	-
III-E	-	-	-	-
IIIB-Ombudsman	-	-	-	-
VII-EA	-	-	-	-
VII-Ombudsman	-	-	-	-
SHIP	-	-	-	-
MIPPA-SHIP	-	-	-	-
MIPPA-ADRC	-	-	-	-
MIPPA-AAA	-	-	-	-
NSIP	-	-	-	-
Commodities	-	-	-	-
Subtotal - Federal	17,536.00	-	-	17,536.00
STATE General Fund	-	-	-	-
Subtotal - Fed & State	17,536.00	-	-	17,536.00
Cash Match	3,095.00	-	-	3,095.00
In-Kind Match	-	-	-	-
Subtotal - Match	3,095.00	-	-	3,095.00
Project Income	-	-	-	-
Other Resources:	74,471.00	-	-	74,471.00
Federal Carryover	-	-	-	-
Other Fed/State funding	-	-	-	-
Reserves	43,043.00	-	-	43,043.00
Fundraising	-	-	-	-
Other Funding	31,428.00	-	-	31,428.00
TOTAL REVENUES	95,102.00	-	-	95,102.00
Expenditures - Revenues	-	-	-	-
Match Required:	3,094.59	-	-	3,094.59
Match Reported:	3,095.00	-	-	3,095.00
Unduplicated Clients	1,355.00	100.00	-	1,455.00
Units of Service	8,535.00	113.00	-	8,648.00

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

AREA II AGENCY ON AGING

BY: _____ Date: _____
Marcy Brookie, Area II Executive Director

CONTRACTOR – BIG HORN COUNTY COMMISSIONERS



BY: _____ Date: 04.02.2026
~~County~~ Commissioner

BIG HORN COUNTY COUNCIL ON AGING



BY: _____ Date: _____
Joni Schaff, Director

AREA II AGENCY ON AGING

By: _____ Date: _____

Marcy Brookie, Executive Director
Address: PO Box 127, Roundup, MT 59072
Phone Number: 406-323-1320

BUSINESS ASSOCIATE



By: _____ Date: 04.02.2024

Big Horn County Commissioner
Address: PO Box 908, Hardin, MT 59034
Phone Number: 406-665-9735
Federal I.D. Number: 81-6001333

If the bidder/offeror does NOT meet the disclosure requirements, the bidder/offeror shall submit this signed declaration form with its bid/proposal indicating "No".

Annual Contract Requirements. The Contracting Entity agrees that if awarded a contract and the contract term exceeds, or has the potential to exceed 24 months, it must annually review and complete a new declaration form and disclosure form, if necessary.

☒ No - I do NOT meet the disclosure requirements. I certify that I have read, understand these requirements and the Contracting Entity has not made Covered Expenditures in excess of $2,500 in the 24 months immediately preceding the submission of this form.

BIG HORN COUNTY
Company Name (Printed)



[signature] 04.02.2024
Authorized Signature Date

Contract or Solicitation Number

☐ Yes - I meet the disclosure requirements for the 24 months immediately preceding the submission of this form. I have read, understand the requirements and I will complete the necessary disclosure form and submit it with this form. Disclosure Template: http://sfsd.mt.gov/SPB/Dark-Money

Company Name (Printed)

Authorized Signature Date

Contract or Solicitation Number

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	County Commissioner
APPLICANT ORGANIZATION Big Horn County Commissioners	DATE SUBMITTED 04.02.2026

September 19, 2025

Big Horn County Commissioners
PO Box 908
Hardin, MT 59034

Dear County Commissioners,

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

Enclosed is a Certification of Match form, an information sheet of your County Match Detail, and the Beginning FY2026 Funding Tables. There was a 2% administrative match increase this year. **Please sign and date the Certification of Match and return to this office, in the enclosed, stamped, self-addressed envelope.**

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 Act programs in your county.

Sincerely yours,

Madison Gravenhof
Fiscal Administrator

Enc.

Cc: Michael Opie
Joni Schaff, Director BHCCOA

PO Box 127 · 1502 4th Street West · Roundup, MT 59072
Phone 406-323-1320 · Fax 406-323-3859
area2aging.org

AREA II AGENCY ON AGING

CERTIFICATION OF MATCH

FISCAL YEAR: 2026

NAME OF CONTRIBUTOR: BIG HORN COUNTY COMMISSIONERS

CASH MATCH:

PURPOSE: MATCH FOR FEDERAL & STATE PROGRAMS AND FOR ADMINISTRATION

AMOUNT: $16,826

IN KIND MATCH:

PURPOSE: _____

RATE: _____

AMOUNT: _____

TOTAL MATCH CONTRIBUTION: $16,826

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: [signature]

TITLE: COUNTY COMMISSIONER

DATE: 04.02.2025

Area II Agency on Aging	FY2026 Beginning FEDERAL & STATE FUNDING TABLES										3-Sep-2025
	July 1, 2025 to June 30, 2026										TOTAL
Original Funding Chart	State						VII Elder		TOTAL	TOTAL	FED, STATE
County/Provider	Gen Fund	Match	SHIP	No Match	MIPPA-SHIP	No Match	Abuse	Match	FED & STATE	MATCH	& MATCH
BIG HORN	55115	3910	0	0	0	0	0	0	117010	14833	131843
CARBON	131381	4656	8500	0	4000	0	0	0	251706	29295	281001
Belfry	15281 ✓	782	0	0	0	0	0	0	25227 ✓	2538 ✓	27765
Red Lodge	20259	823	0	0	0	0	0	0	36946	3768	40714
Bridger	20462	859	0	0	0	0	0	0	32393	2965	35358
Valley	20025	782	0	0	0	0	0	0	30410	2615	33025
Joliet	17737	686	0	0	0	0	0	0	26458	2225	28683
Boyd	17775	385	0	0	0	0	0	0	27930	2178	30108
Senior HH	0	0	0	0	0	0	0	0	0	0	0
Carbon-Stillwater I&A	19842	339	8500	0	4000	0	0	0	72342	13006	85348
Crow Tribe	71829	3260	0	0	0	0	0	0	120297	11813	132110
FERGUS	158912	11228	8500	0	4000	0	0	0	288504	37853	326357
GOLDEN VALLEY	37200	1454	0	0	0	0	0	0	50530	3807	54337
Lavina	18600	727	0	0	0	0	0	0	25468	1939	27407
Ryegate	18600	727	0	0	0	0	0	0	25062	1868	26930
JUDITH BASIN	64495	2395	0	0	0	0	0	0	93206	7463	100669
Geyser	21204	746	0	0	0	0	0	0	30941	2465	33406
Hobson	21913	872	0	0	0	0	0	0	31150	2502	33652
Stanford	21378	777	0	0	0	0	0	0	31115	2496	33611
MUSSELSHELL	61130	4276	0	0	0	0	0	0	101404	11384	112788
Northern Cheyenne Tribe	38977	2025	0	0	0	0	0	0	64403	6512	70915
PETROLEUM	21659	1099	0	0	0	0	0	0	31961	2917	34878
STILLWATER	93580	3878	0	0	0	0	0	0	152548	14284	166832
Park City	22457	1110	0	0	0	0	0	0	34550	3244	37794
Columbus	24840	1195	0	0	0	0	0	0	44304	4630	48934
Absarokee	25870	1377	0	0	0	0	0	0	43231	4440	47671
Rapelje	20413	196	0	0	0	0	0	0	30463	1970	32433
SWEET GRASS	42897	2925	0	0	0	0	0	0	74681	8534	83215
WHEATLAND	42741	3091	0	0	0	0	0	0	70585	8004	78589
YELLOWSTONE	558375	35263	10000	0	7000	0	2623	463	1149728	141815	1291543
Adult Resource Alliance	378959	23221	10000	0	7000	0	0	0	864372	112626	976998
Senior Helping Hands	136723	10834	0	0	0	0	2623	463	202614	20913	223527
Broadview	19366	667	0	0	0	0	0	0	32438	2974	35412
South Park	23327	541							50304	5302	55606
TOTALS	1378291	79458	27000	0	15000	0	2623	463	2566563	298514	2865075

Area II Agency on Aging	FY2026 Beginning FEDERAL & STATE FUNDING TABLES													9/3/2025
	July 1, 2025 to June 30, 2026													
Final Funding Chart									Title IIIE		Title IIIB		TOTAL FED	TOTAL FED
County/Provider	Title IIIB	Match	Title IIIC1	Match	Title IIIC2	Match	Title IIID	Match	Caregiver	Match	Ombuds	Match	GRANTS	MATCH
BIG HORN	17536	3095	28785	5080	15574	2748	0	0	0	0	0	0	61895	10923
CARBON	19016	3356	30246	5339	18563	3277	2000	0	38000	12667	0	0	107825	24639
Belfry	2560	452	4293	758	3093	546	0	0	0	0	0	0	9946	1756
Red Lodge	5221	921	8373	1478	3093	546	0	0	0	0	0	0	16687	2945
Bridger	3116	550	5722	1010	3093	546	0	0	0	0	0	0	11931	2106
Valley	2999	529	4293	758	3093	546	0	0	0	0	0	0	10385	1833
Joliet	2560	452	3068	541	3093	546	0	0	0	0	0	0	8721	1539
Boyd	2560	452	4497	794	3098	547	0	0	0	0	0	0	10155	1793
Senior HH	0	0	0	0		0	0	0	0	0	0	0	0	0
Carbon-Stillwater I&A	0	0	0	0	0	0	2000	0	38000	12667	0	0	40000	12667
CROW TRIBE	13997	2470	21794	3846	12677	2237	0	0	0	0	0	0	48468	8553
						0								
FERGUS	19213	3391	30634	5406	19245	3396	0	0	38000	12667	10000	1765	117092	26625
GOLDEN VALLEY	4101	724	5171	913	4058	716	0	0	0	0	0	0	13330	2353
Lavina	2152	380	2686	474	2030	358	0	0	0	0	0	0	6868	1212
Ryegate	1949	344	2485	439	2028	358	0	0	0	0	0	0	6462	1141
JUDITH BASIN	8469	1494	10872	1920	9370	1654	0	0	0	0	0	0	28711	5068
Geyser	2823	498	3624	640	3290	581	0	0	0	0	0	0	9737	1719
Hobson	2823	498	3624	640	2790	492	0	0	0	0	0	0	9237	1630
Stanford	2823	498	3624	640	3290	581	0	0	0	0	0	0	9737	1719
MUSSELSHELL	11660	2058	17180	3032	11434	2018	0	0	0	0	0	0	40274	7108
N CHEYENNE TRIBE	6412	1132	10739	1895	8275	1460	0	0	0	0	0	0	25426	4487
PETROLEUM	3085	544	3655	645	3562	629	0	0	0	0	0	0	10302	1818
STILLWATER	16259	2869	24800	4376	17909	3161	0	0	0	0	0	0	58968	10406
Park City	3202	565	4536	800	4355	769	0	0	0	0	0	0	12093	2134
Columbus	5212	920	8895	1570	5357	945	0	0	0	0	0	0	19464	3435
Absarokee	5363	946	6893	1216	5105	901	0	0	0	0	0	0	17361	3063
Rapelje	2482	438	4476	790	3092	546	0	0	0	0	0	0	10050	1774
SWEET GRASS	9757	1722	12920	2280	9107	1607	0	0	0	0	0	0	31784	5609
WHEATLAND	8374	1478	10690	1886	8780	1549	0	0	0	0	0	0	27844	4913
YELLOWSTONE	127725	22540	242515	42797	119490	21086	23000	0	59000	19666	0	0	571730	101328
Adult Resource Alliance	97071	17130	214826	37910	113516	20032	0	0	43000	14333	0	0	468413	89405
Senior Helping Hands	24268	4283	0	0	0	0	23000	0	16000	5333	0	0	63268	9616
Broadview	0	0	7098	1253	5974	1054	0	0	0	0	0	0	13072	2307
South Park	6386	1127	20591	3634	0	0							26977	4761
TOTALS	265604	46874	~~450801~~ 453,093	79415	~~258044~~ 254,952	45538	25000	0	135000	45000	10000	1765	1143649	218592

BIG HORN COUNTY					
FY 2026					
PROGRAM MATCH					$ 14,833
ADMINISTRATION MATCH					$ 1,993
		TOTAL CERTIFICATION			$ 16,826
PROGRAM MATCH DETAIL:					
IIIB					$ 3,095
IIIC1					$ 5,080
IIIC2					$ 2,748
STATE GENERAL FUNDS					$ 3,910
STATE GENERAL FUND ONE-TIME ONLY					$ -
STATE PROVIDER RATE FUNDS					$ -
STATE GENERAL ADDITIONAL FUNDS					$ -
TOTAL PROGRAM:					$ 14,833

Big Horn County Resolution Number 2026 - 23

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BIG HORN COUNTY, MONTANA

RE: ACKNOWLEDGMENT OF COURSE AND SCOPE OF EMPLOYMENT AND INDEMNIFICATION PURSUANT TO MONT. CODE ANN. § 2-9-305

WHEREAS, two civil actions have been filed in the Montana Twenty-Second Judicial District Court, Big Horn County, styled *Lee A. Bartel v. Jeramie Paul Middlestead, et al.*, Cause No. DV-2-2024-0029; and *Robert Frank Simpson v. Jeramie Paul Middlestead, et al.*, Cause No. DV-2024-0067; and

WHEREAS, the civil actions name as defendants Big Horn County Sheriff Jeramie Paul Middlestead, Big Horn County Attorney Jeanne Torske, Big Horn County Board of Commissioners Lawrence Big Hair, George Real Bird III, and Larry Vandersloot, Big Horn County Deputy County Attorney Heather Ready, and Big Horn County Elections Administrator Dulcie Bear Don't Walk;

WHEREAS, the allegations in the civil actions arise out of alleged actions or omissions taken in connection with the vacancy in the Office of Sheriff following the sudden and tragic death of Sheriff Darrell King in November 2023, the appointment of an Interim Sheriff in November 2023, the subsequent administration and operation of the Sheriff's Office, and the November 2024 election;

WHEREAS, the Board of County Commissioners is authorized to fill vacancies in certain county offices pursuant to Montana law; and

WHEREAS, the County Attorney is required to act as legal advisor to the Board pursuant to Montana Code Annotated § 7-4-2711; and

WHEREAS, the Sheriff is a duly appointed and/or elected county official performing statutory law enforcement duties;

NOW, THEREFORE, BE IT RESOLVED:

1. Acknowledgment of Course and Scope of Employment

Pursuant to Montana Code Annotated § 2-9-305(5), and based on the allegations in the complaints, Big Horn County hereby finds and acknowledges that the acts and omissions alleged in the above-referenced litigation against Big Horn County Sheriff Jeramie Paul Middlestead, Big Horn County Attorney Jeanne Torske, Big Horn County Board of Commissioner Lawrence Big Hair, Big Horn County Board of Commissioner George Real Bird III, Big Horn County Board of Commissioner Larry Vandersloot, Big Horn County Deputy Attorney Heather Ready and Big Horn County Elections Administrator Dulcie Bear Don't Walk arose out of and were undertaken within the course and scope of their employment and official duties on behalf of Big Horn County.

2. Duty to Defend and Indemnify

Big Horn County hereby acknowledges its obligation to defend, indemnify, and hold harmless the above-named individuals from any claims, damages, liabilities, costs, or judgments arising from the subject matter of the litigation, as provided under Montana law.

3. Assertion of Statutory Immunity

The County further asserts that, pursuant to Montana Code Annotated § 2-9-305, the above-named individuals are immune from personal liability for the acts alleged, and that Big Horn County is the proper party responsible for any potential liability arising therefrom.

4. Authorization

The Board of County Commissioners authorizes the County's legal counsel to take all actions necessary to effectuate this acknowledgment, including filing appropriate notices or motions in the pending civil actions.

PASSED AND ADOPTED by the Board of County Commissioners of Big Horn County, Montana, this 2nd day of April, 2026, by a vote of 3 in favor and 0 opposed.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA

George Real Bird III, Member

Larry Vandersloot, Member

Lawrence Big Hair, Member

ATTEST:

Peri Schenderline
Deputy Clerk and Recorder

J Bar J, Inc. | 480 Chalk Butte Road | Brockway, MT 59214
Home: 406-485-2184 | Cell: 406-939-3313
e-mail: marlene.dreesen@gmail.com | rodeo.jbarj@gmail.com

THIS AGREEMENT, for your 2026 Little Big Horn Stampede PRCA Rodeo, made this 2nd day of April, 2026 between Big Horn County, a political subdivision of the State of Montana and the Big Horn County Fair (collectively hereinafter referred to as Owner), P.O. Box 908, Hardin, MT 59034, and J Bar J, Inc.(hereinafter referred to as Producer), 480 Chalk Butte Rd, Brockway, MT 59214

WITNESETH

WHEREAS, the Owner has grounds and facilities at the Big Horn County Fairgrounds where it wishes to promote a rodeo on the date or dates hereinafter designated and,

WHEREAS, the rodeo shall include bareback riding, steer wrestling, team roping, saddle bronc riding, tie down roping, barrel racing and bull riding;

WHEREAS the Producer has livestock, personnel, saddles and other necessities for producing a rodeo;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

PERFORMANCE OF OWNER

The Owner will conduct a public rodeo on its' rodeo grounds with performances held July 24-25, 2026 and agrees to furnish the Producer with the following:

Adequate hay and water for the Producer's livestock; help for the timed event chutes, stipping chute help, an attended ambulance and veterinarian on the rodeo grounds during competition (including slack when applicable), adequate lighting, three (3) 55 gallon attractively painted steel drums with ends in both ends for the cowgirls barrel racing, when applicable; a manned tractor with disc, harrow or drag to level the arena floor with 3" cushion, a manned water sprinkling truck or system to wet down the arena for performances, if necessary. Spectator Liability Insurance with J Bar J listed as an additional insured. The Owner will pay for the rodeo announcer. Owner will provide 4 rooms for 2 nights.

PERFORMANCE OF PRODUCER

The Producer will furnish livestock for all events during the public rodeo conducted by Owner July 24-25, 2026, including breakaway roping if needed, personnel (pickup men, bullfighters, timers, secretary, specialty act) and other necessities as aforesaid for each of the said performances and will manage the same to provide the Owner with the professional services reasonably required in the production of each of said performances.

PAYMENT OF CONTRACT

The Owner agrees to pay the Producer the total sum of $44,100.

RESPONSIBILITY OF OWNER

It is expressly understood that the grounds, premises and equipment other than that of J Bar J, Inc. will be under the exclusive control and responsibility of the Owner and that all dealing with the public will be solely between the Owner and the public. The Owner agrees to meet all the requirements set forth by the Professional Rodeo Cowboy's Association 101 Pro Rodeo Drive, Colorado Springs, CO 80919. The Owner is responsible for judges' fees, approval fees and committee dues (this amount is determined by the scale on the rodeo approval and as stated in the PRCA rule book) and also includes the WPRA, if applicable. The Owner will be responsible for all prize money. The rodeo prize money is to be made out to the PRCA and either mailed to the PRCA at least 3 days before the rodeo or given to the secretary before the end of the rodeo to deposit along with entry fees.

RESPONSIBILITY OF PRODUCER

Producer agrees to meet all the requirements set forth by the Professional Rodeo Cowboy's Association, 101 Pro Rodeo Drive, Colorado Springs, CO 80919. Producer, at its own expense, shall indemnify, defend and hold harmless Owner from any and all claims arising out of or relating to personal injury (including death) or property damage which is caused by any negligence, error, omission or default or willful misconduct of Producer. This indemnification shall survive the termination of this Agreement.

INSURANCE

The Owner will provide adequate public liability insurance and/or Spectator Liability Insurance ($1,000,000.00) with J Bar J listed as an additional insured to cover the spectators and the public generally, according to all PRCA rules and regulations and will protect and save the Producer harmless from any and all liability, except as otherwise provided herein.

The parties agree that Owner is not liable for injury to rodeo performers and participants. All performers and participants must sign liability release forms before participating in the rodeo. Producer shall provide any and all insurance that it deems necessary to cover Producer's employees. Producer agrees to indemnify Owner for any claims relating to willful misconduct and/or negligent acts or omissions of Producer and Producer's employees.

MISCELLANEOUS

Modification. Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if made in writing and signed by both parties.

Assignment. The Producer may not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior written consent of Owner.

Entire Agreement. This Contract represents the entire agreement between the Parties and supersedes any prior oral or written agreements or representations between the Parties.

Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Montana. The Parties irrevocably consent to the exclusive personal jurisdiction of, and venue in, the Montana Twenty-Second Judicial District Court, Big Horn County, or the United States District Court for the District of Montana.

Severability. In the event that any of the provisions of this Contract are held to be invalid or unenforceable in the whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

Waiver. The waiver by either Party or a breach, default, delay or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Compliance with Local, State, and Federal Laws. The Parties each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, and 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agrees that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.

Remedies. The rights and remedies of the Parties set forth in this Contract are not exclusive and are in addition to any rights and remedies available at law or in equity. In the event of a suit by the Parties concerning the terms and provisions of this Contract, each Party shall pay their own attorney fees.

Equal Parties. The Parties acknowledge and agree that they are experienced and competent business professionals who have been given an opportunity to consult with an attorney concerning this Contract.

Force Majeure. If either Party hereto is delayed or hindered in, or prevented from, the performance of any obligation hereunder by reason of fire, strikes, lockouts, severe

weather, pandemic, or other natural disasters, the inability to procure materials or supplies, or other reasons of a like nature that are not the fault of the Party delayed in performing work or doing acts required under this Agreement, then performance of such acts shall be excused for the period of the delay, and the period of the performances of any such act shall be extended for a period equivalent to the period of such delay.

Notices. All notices, requests, demands or other communications relating to this Contract will be given in writing by certified or registered mail and delivered to the parties at the following addresses:

Owner:
Big Horn County
121 W. 3rd St.
P.O. Box 908
Hardin, MT 59034

Producer:
J Bar J, Inc.
480 Chalk Butte Road
Brockway, MT 59214

DATES: July 24-25, 2026 Slack – July 25th @ 8am Performances - 7:00 pm

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the year and date first above written

OWNER
Big Horn County Fair
Committee Chairman

PRODUCER
J Bar J, Inc
Sparky Dreesen

BOARD OF COMMISSIONERS
BIG HORN COUNTY

George Real Bird III, Presiding Officer

Lawrence Big Hair, Member

Larry Vandersloot, Member

Attest:

Peri Schenderline,
Deputy Clerk and Recorder