

**LEWIS AND CLARK COUNTY, MONTANA
REQUEST FOR PROPOSALS
WASTEWATER SURVEILLANCE LABORATORY SERVICES**

Background

An outbreak of COVID-19 was first identified in Wuhan, China, in December, 2019. The World Health Organization declared the outbreak a Public Health Emergency of International Concern on January 30, 2020, and a global pandemic on March 11, 2020. On January 20, 2020, the first case of COVID-19 was identified in the United States and the first Montana case was identified on March 14, 2020. Lewis and Clark County confirmed its first case of COVID-19 on March 31, 2020.

Testing of local municipal wastewater for SARS-CoV-2 has been occurring in Helena and East Helena since August 2020 under a Memorandum of Understanding between Helena and East Helena Wastewater Treatment Facilities and Carroll College. This non-invasive wastewater surveillance proved to be an important population indicator in identifying the virus levels before cases were confirmed through diagnostic testing allowing health officials to prepare timely response for possible surge in COVID-19 cases.

In response to the COVID-19 pandemic, CDC launched the National Wastewater Surveillance System (NWSS) in September 2020. The wastewater testing findings for Helena and East Helena became part of the NWSS in May 2022.

Because the wastewater surveillance can provide an early warning that disease maybe spreading in communities, the CDC is working with local health departments to better understand how wastewater surveillance can also be used to detect and respond to other infectious disease such as influenza, threats like antibiotic resistance, and foodborne diseases like norovirus.

Statement of Purpose

The purpose of this solicitation is to identify a vendor able to assist in the laboratory services to continue the COVID-19 testing and establish new procedures for expanded wastewater testing beyond SARS-CoV-2.

Collaboration between parties in the testing of municipal wastewater in Helena and East Helena servers to improve surveillance for emerging diseases and established threats to the health of the public in Lewis and Clark County.

Scope of Services

- Wastewater will be collected by the City of Helena and City of East Helena wastewater treatment plants and delivered to the selected vendor on a bi-weekly basis for testing.
- On a bi-weekly basis, the selected vendor will process wastewater samples from both the City of Helena and City of East Helena.
- On a bi-weekly basis, the vendor will prepare, format and submit excel data files specific to county level Wastewater Testing dashboard to Lewis and Clark Public Health with wastewater testing results for Helena and East Helena by midday on Fridays, unless otherwise notified of a delay.
- On a bi-weekly basis, the vendor will prepare, format and submit excel data files as required by the National Wastewater Surveillance System (NWSS) at the Centers for Disease Control and Prevention (CDC) to Lewis and Clark Public Health and the Montana Department of Public Health and Human Services with wastewater testing results for Helena and East Helena by midday on Fridays, unless otherwise notified of a delay.
- The information contained in the results report from the selected vendor will be used by Lewis and Clark Public Health to inform disease mitigation strategies in Lewis and Clark County. In addition, the data will be available for public review on the Lewis and Clark Public Health wastewater dashboard.
- As approved by Lewis and Clark County Commissioners as Montana Department of Public Health and Human Services funds expense, Lewis and Clark Public Health will be responsible for paying costs associated with the initial testing of expansion phase to other targets beyond SARS-CoV-2 within the allocated budget and ongoing bi-weekly testing conducted by the selected vendor.
- Upon continuance of the agreement, the selected vendor will invoice Lewis and Clark Public Health for expenses associated with the initial testing phase and by the 15th of each month thereafter for routine testing expenses throughout the term of the agreement. Invoices and expense reports should include the costs incurred by the selected vendor for the lab tests and associated shipping costs.

Project Duration

The selected offeror should expect the Project to conclude by June 30, 2026.

RFP Timeline

Publication of Notices	April 6 & April 13, 2024
Questions Due	April 17, 2024
Responses to Questions Posted on County Website	April 19, 2024
Proposal Submittal Deadline	April 29, 2024
Proposal Evaluation Meeting	No later than May 3, 2024
Interviews (optional)	No later than May 10, 2024
Notice of Intent to Award	No later than May 17, 2024

Proposal Content Requirements

The proposal should demonstrate the firm has the professional capabilities and resources available to satisfactorily and timely complete all the tasks as described in the *Scope of Services* section of this RFP. Proposals shall include:

1. The firm's legal name, address, telephone number, federal Employee Identification Number (EIN), and principal contact email address.
2. A statement of the firm's experience in Wastewater Surveillance Laboratory Services and the qualifications of the key staff to be assigned to the Project.
3. A comprehensive description of the approach the firm will employ in order to meet the requirements identified in the *Scope of Services* including a detailed work plan and schedule.
4. Affirmation the firm is able to perform the tasks listed in the Scope of Services for a maximum of \$425 per sample for two samples per week or \$600 per sample for one sample per week.
5. Current work activities of firm.
6. References for the individual/firm and any subconsultants to include brief project descriptions for at least one (1) clients with whom the individual/firm or any subconsultants have worked with in the past four (4) years which are similar in nature to *Scope of Services* described in this RFP. Please include the following information:
 - a. Name of client;
 - b. Name and title of client's primary contact;
 - c. Phone number, email address, and mailing address of the client's primary contact; and
 - d. A brief description of the types of services provided, the location where the services were provided, and the dates of service.

Evaluation Criteria

Upon receipt of proposals, evaluation committee members will review all responses independently and assign scores based on the following evaluation criteria:

Criteria	Points Possible
1. Quality of proposal. Minimum requirements of RFP were met (e.g., page number maximum not exceeded, all required information included). Response is free of grammatical and spelling errors.	20 Points
2. Qualifications of firm. Response indicates qualification and experience of the professional personnel to be assigned to the Project.	20 Points
3. Capability of firm to meet time and budget requirements. Response indicates firm has the time and capacity to meet schedule	10 Points

requirements. Response demonstrates ability to design in consideration of, and adhere to, the Project budget.	
4. Present and projected workload. Response indicates firm has the available resources to complete the Project by the desired completion date.	25 Points
5. Related experience on similar projects including publicly funded projects. Proposal indicates an understanding of the Project, stakeholders, and attention to detail.	25 Points
TOTAL	100 points max

Firms will be evaluated by the committee as a whole and ranked based on their average score.

Proposal Submittal

Offerors shall submit three (3) hard copies of the proposal and one (1) digital copy in PDF format on a flash drive in a sealed envelope clearly marked *Wastewater Surveillance Laboratory Services RFP*. Proposals should not exceed 25 pages, including resumes and a cover letter. Minimum font size for all text shall be 12-point. Offerors are solely responsible for all costs incurred in the preparation and submittal of a proposal.

In order to ensure a fair and objective evaluation of all proposals, all questions regarding the RFP must be submitted in writing via email to the point of contact listed below on or before April 17, 2024. An addendum containing responses to questions received will be posted on the County’s website at <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current> no later than April 19, 2024. It is the responsibility of each Offeror to check the website if it is interested in the questions received and the respective responses provided by the County. Under no circumstances may offerors contact any County staff member or elected official directly. All communications regarding this RFP shall be directed to the point of contact listed below:

Casey Hayes, Purchasing Officer
Lewis and Clark County
316 N. Park Avenue, Helena, MT 59623
chayes@lccountymt.gov

Submit proposals to:

Lewis and Clark County Commissioners
ATTN: Wastewater Testing RFP
316 N. Park Avenue, Room 345
Helena, MT 59623

Proposals must be received no later than 4:00 PM local time on April 29, 2024, at the address listed above. Proposals received after the deadline shall not be accepted. This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, Lewis and Clark County reserves the right to reject any and all proposals deemed unqualified, unsatisfactory, or inappropriate.

Contractual Terms and Conditions

The selected vendor agrees to accept and execute the County's professional services agreement. Lewis and Clark County reserves the right to require the vendor to execute such further documents, contracts, agreements, or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the County Attorney's Office.

The vendor shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate and shall also maintain workers' compensation insurance. Both general liability and workers' compensation insurance must be from an insurance carrier licensed to do business in the State of Montana. The vendor agrees to furnish proof of insurance to the County prior to commencing work. The County must be listed as additionally insured on the general liability insurance certificate. Insurance certificates will be provided to the County at the time a contract is executed.

All reports, information, data, and other materials prepared by the selected offeror pursuant to shall become the property of Lewis and Clark County which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the selected offeror for the specific purpose intended will be at Lewis and Clark County's sole risk and without liability or legal exposure to the selected offeror. No material produced in whole or in part under an agreement resulting from this solicitation may be copyrighted or patented in the United States or in any other country without the prior written approval of Lewis and Clark County.

This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, Lewis and Clark County reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all proposals deemed unqualified, unsatisfactory, or inappropriate.

- End of Request for Proposals -

Standard Terms and Conditions

By submitting a response to this Request for Proposal, the offeror agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

1. Authority

This Request for Proposals (RFP) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFP process is a procurement option which allows the award to be based on evaluation criteria in addition to cost. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFP will be used. Lewis and Clark County (herein, the "County") reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the County.

2. Competition

Lewis and Clark County encourages free and open competition among offerors to obtain quality, cost-effective services and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County's needs and accomplishment of a sound economical operation.

The offeror's submission of a proposal guarantees that the prices quoted have been established without collusion with other eligible offerors and without effort to preclude Lewis and Clark County from obtaining the lowest possible competitive price.

Prior to the award of the contract, proposals may be held by Lewis and Clark County for a period not to exceed 90 days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the offerors.

3. Public Inspection of Proposals

All information received in response to this RFP, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the proposal deadline.

The public will not be able to view bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. The purchasing officer will remove any such trade secrets from the RFP prior to public viewing.

4. Bona Fide Trade Secrets

Confidential information meeting the requirements of Title 30, Chapter 14, Part 4, MCA will be available for review only by the purchasing officer, the evaluation committee members, and limited other designees. Before the RFP is made available to the public,

the purchasing officer will remove the confidential information if the following conditions are met:

- Confidential information is clearly marked and separated from the rest of the proposal;
- No confidential material is contained in the cost section; and
- An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the proposal.

The offeror shall pay all legal costs and fees associated with defending a claim for confidentiality if a "right to know" request is received from another party.

In order for an offeror to request that material be kept confidential, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the offeror's attorney acknowledging that material included in a proposal is open to public inspection except for information that meets the provisions of Montana's Uniform Trade Secrets Act.

5. Classification of Proposals as Responsive or Non-responsive

All proposals will be classified as either "responsive" or "non-responsive." A proposal is considered "responsive" if it conforms in all material respects to the requirements of the RFP. A proposal may be found non-responsive if:

- Required information is not provided;
- The cost proposal is excessive or inadequate as measured by criteria stated in the RFP;
- The proposal does not conform to the specifications described and required in the RFP.

If a proposal is found to be non-responsive, it will receive no further consideration.

6. Determination of Offeror Responsibility

The purchasing officer and/or the selection committee will decide whether an offeror has met the standards of responsibility based on the requirements of the RFP. Factors used to determine the responsibility may include whether the offeror has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

An offeror may be deemed “non-responsible” at any time during the procurement process if information surfaces to support such a determination.

7. Evaluation of Proposals and Offeror Interviews/Product Demonstration

The remaining proposals will be scored according to the evaluation criteria stated herein. The selection committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole responsibility of the offeror.

8. County’s Right to Investigate and Reject

Lewis and Clark County may make such investigations as are deemed necessary to determine the ability of the offeror to provide the product or services specified. The County reserves the right to reject any proposal if the evidence obtained fails to satisfy the County that the offeror is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a proposal based on negative references.

9. Offeror Selection and Contract Execution

After an evaluation of the offeror, interviews, and/or product demonstrations, the selection committee will recommend a contract award, which the purchasing officer will communicate to the offeror selected. If the offeror and the County cannot agree on the contract terms, the County may move to the next ranked offeror or cancel the RFP. The work described in the RFP may begin only after the contract is signed by all parties.

10. County’s Rights Reserved

Submission of a proposal confers no rights upon any offeror and shall not obligate the County in any manner whatsoever. Lewis and Clark County reserves the right to make no award and to solicit additional proposals at a later date.

The RFP in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP; and/or
- If awarded, suspend contract execution or terminate the resulting contract if the County determines adequate funds are not available.

11. Nondiscrimination

In accordance with federal and state laws, the offeror agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:

- Employment upgrading;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Lay-offs or terminations;
- Rates of pay or other forms of compensation;
- Selection for training; or
- Rendition of services.

Offerors and the awardee shall comply with all federal, state, and local laws, rules and regulations. Offerors and the awardee and any of the offerors' and the awardee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

It is further understood that any offeror who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

12. Cone of Silence

A cone of silence shall be established on all Lewis and Clark County competitive selection processes. The cone of silence prohibits any communication regarding a competitive solicitation between any offeror (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County official (elected or appointed), employee, selection committee member, or other persons authorized to act on behalf of the County other than the individual outlined as the point of contact in this solicitation.

The cone of silence shall be in effect from the time of advertisement until contract award. Violations of the cone of silence may be grounds for disqualification from the

selection process. The cone of silence shall not apply to communications with the established point of contact in this solicitation or at any public proceeding or meeting.

The cone of silence shall terminate when the Board or a County employee authorized to act on behalf of the Board awards or approves the Contract, rejects all offers or responses, or otherwise takes action to end the selection process.

13. Protest Procedure

An offeror aggrieved in connection with the solicitation or award may protest in accordance with the procedure outlined in the Lewis and Clark County purchasing policy.

**LEWIS AND CLARK COUNTY
PROFESSIONAL SERVICES CONTRACT**

An agreement made between Lewis and Clark County, a political subdivision of the State of Montana, herein referred to as “COUNTY”, and **Company Name**, herein referred to as “CONSULTANT”, whose address is **Street, City, State, Zip Code**, phone number is **(XXX) XXX-XXXX**, Federal Employee Identification Number is **XX-XXXXXX**, and System for Award Management (SAM) Unique Entity Identifier (UEI) is **XXXXXXXXXXXXXX**.

THE PARTIES AGREE AS FOLLOWS:

1. **EMPLOYMENT OF THE CONSULTANT:** The COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform [**Type of Professional Services**] services needed for the [**Name of Project**] Project. The COUNTY reserves the right to choose key personnel that it feels are most suited to the specific task.
2. **SCOPE OF SERVICES:** The CONSULTANT will perform the [**Type of Professional Services**] services as shown in the attached and incorporated Exhibit A, which lists the scope of services relating to the [**Name of Project**] Project.
3. **INDEPENDENT CONTRACTOR:** The parties agree that CONSULTANT is an independent contractor of the COUNTY and not an employee or agent of the COUNTY and is not entitled to workers compensation or any benefit of employment with the COUNTY. The COUNTY will not have control over the performance of this agreement by the CONSULTANT or its employees, except to specify the time and place of performance. The COUNTY will not be responsible for security or protection of the CONSULTANT’S supplies or equipment.
4. **WARRANTY:** The CONSULTANT will perform all services in a professional manner. CONSULTANT will hold harmless the COUNTY from any loss or damage resulting from the actions of the CONSULTANT in those phases of the project to which this agreement applies. CONSULTANT acknowledges that it will be liable for any breach of this warranty.

5. LIAISON: The COUNTY'S designated liaison with the CONSULTANT is [Officer's Name, Officer's Title] or their designee. The CONSULTANT'S designated liaison with the COUNTY is [Name of Individual in Company].
6. EFFECTIVE DATE AND TIME OF PERFORMANCE: The CONSULTANT will commence work [a] by Month Day, Year or [b] upon approval of this Contract by both parties and shall complete the described work by Month Day, Year.
7. COMPENSATION: For the satisfactory completion of the services described in Exhibit A the COUNTY will pay the CONSULTANT time and materials for a total sum not to exceed Amount of Dollars (\$X,XXX.XX). CONSULTANT shall submit [a] monthly [b] quarterly or [c] final invoices to the COUNTY based on Exhibit B, Schedule of Billing Rates. The COUNTY shall pay invoices within 30 days of invoice date.
8. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further covenants, that in performing this Contract, it will employ no person who has any such interest.
9. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONSULTANT may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of the COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.
10. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONSULTANT pursuant to this Contract are the property of the COUNTY which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the COUNTY.
11. INDEMNIFICATION: CONSULTANT and the COUNTY shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses, including reasonable attorneys' fees, related to or arising out of their respective intentional malfeasance or negligent performances in connection with the work described in this Contract.
12. INSURANCE: CONSULTANT shall maintain general liability insurance in the amount of

one million dollars (\$1,000,000.00) per occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONSULTANT also shall maintain workers compensation insurance. Both general liability and workers compensation insurance must be from an insurance carrier licensed to do business in the State of Montana. CONSULTANT agrees to furnish proof of insurance to the COUNTY prior to commencing work under this agreement. The COUNTY must be listed as an additional insured on the general liability insurance certificate for this agreement. Insurance certificates will be attached to this agreement.

13. COMPLIANCE WITH LAWS: CONSULTANT shall comply with all federal, state, and local laws, rules and regulations. CONSULTANT shall also comply with the applicable federal laws, rules, and regulations provided in Exhibit C of this agreement.
14. NONDISCRIMINATION: The CONSULTANT will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.
15. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this contract is in Lewis and Clark County of Montana and venue for any litigation arising from performance of this contract is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
16. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
17. TERMINATION: Either party may terminate this agreement upon thirty (30) days written notice to the other party. In the event of termination, the CONSULTANT will be compensated for services performed prior to termination. This does not include any compensation for anticipated profit on the value of services not performed.

COUNTY:

CONSULTANT:

Date: _____

Date: _____

Andy Hunthausen, Chair
Board of County Commissioners
Lewis and Clark County

Individual's Name
Individual's Title Within the Company
Company's Name

ATTEST:

State of _____
County of _____

Amy Reeves, Clerk and Recorder

This instrument was acknowledged before
me on _____ [date] by Individual's
Name as Individual's Title Within the
Company of Company's Name.

(Seal)

Signature of Notarial Officer

(Seal)



Lewis and Clark County Grants and Purchasing Department

Nondiscrimination Against Firearms Entities/Trade Associations.

The contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with HB 356, Ch. 193, Mont. L. 2023.

Verification of Nondiscrimination Against Firearms Entities/Trade Associations.

1. By selecting 'Yes,' the Contractor certifies and affirms:
 - a. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this contract; and
 - b. Contractor will not discriminate against a firearm entity or firearm trade association during the term of this contract.
2. By selecting 'No,' the Contractor certifies and affirms that the Contractor is unable to make both of the certifications in part 1, during the anticipated term of the contract.

The contractor's certification is made in compliance with and in reference to HB 356, Ch. 193, Mont. L. 2023 (HB 356) and the terms defined therein. If the Contractor determines the provisions of HB 356 do not apply to the contract, the Contractor shall submit a statement setting forth in detail the basis for such determination.

Yes. I confirm that we do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.

No. I cannot confirm.

Signed:

Date:

Exhibit A
Scope of Services
Wastewater Surveillance Laboratory Services

1. Wastewater will be collected by the City of Helena and City of East Helena wastewater treatment plants and delivered to the selected vendor on a bi-weekly basis for testing.
2. On a bi-weekly basis, the selected vendor will process wastewater samples from both the City of Helena and City of East Helena.
3. On a bi-weekly basis, the vendor will prepare, format and submit excel data files specific to county level Wastewater Testing dashboard to Lewis and Clark Public Health with wastewater testing results for Helena and East Helena by midday on Fridays, unless otherwise notified of a delay.
4. On a bi-weekly basis, the vendor will prepare, format and submit excel data files as required by the National Wastewater Surveillance System (NWSS) at the Centers for Disease Control and Prevention (CDC) to Lewis and Clark Public Health and the Montana Department of Public Health and Human Services with wastewater testing results for Helena and East Helena by midday on Fridays, unless otherwise notified of a delay.
5. The information contained in the results report from the selected vendor will be used by Lewis and Clark Public Health to inform disease mitigation strategies in Lewis and Clark County. In addition, the data will be available for public review on the Lewis and Clark Public Health wastewater dashboard.
6. As approved by Lewis and Clark County Commissioners as Montana Department of Public Health and Human Services funds expense, Lewis and Clark Public Health will be responsible for paying costs associated with the initial testing of expansion phase to other targets beyond SARS-CoV-2 within the allocated budget and ongoing bi-weekly testing conducted by the selected vendor.
7. Upon continuance of the agreement, the selected vendor will invoice Lewis and Clark Public Health for expenses associated with the initial testing phase and by the 15th of each month thereafter for routine testing expenses throughout the term of the agreement. Invoices and expense reports should include the costs incurred by the selected vendor for the lab tests and associated shipping costs.

Exhibit B
Schedule of Billing Rates
Wastewater Surveillance Laboratory Services

Location	Number of Weeks	Cost per week	Total
Helena Wastewater Surveillance	113 June 1, 2024 – June 30, 2026	\$850	\$96,050
East Helena Wastewater Surveillance	113 June 1, 2024 – June 30, 2026	\$850	\$96,050
Grand Total			\$192,100

Exhibit C

TASK ORDER NUMBER 24-07-7-11-147-0

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

Wastewater Testing Surveillance

SECTION 1. PARTIES

This Task Order is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Lewis and Clark County ("Contractor"), Federal ID Number 81-6001383 and 1930 9th Ave, Ste 2, Helena, MT 59601.

THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:

SECTION 2. PURPOSE

The purpose of this Task Order is to expand wastewater testing across the state of Montana, to improve surveillance for emerging and established threats to the health of the public.

SECTION 3. TERM OF TASK ORDER

- A. The term of this Task Order for the purpose of delivery of services is from July 1, 2023 through July 31, 2024.
- B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK

- A. The Contractor agrees to provide the following services:
 - 1. Submit weekly wastewater samples to the testing laboratory.
 - 2. Submit weekly data files to DPHHS with wastewater testing results by the end of the day on Thursdays.
 - 3. Provide monthly invoice and expense reports for reimbursement, within 60 days of the date services were rendered. Invoices and expense reports should include the costs incurred by the Contractor for the lab tests and associated shipping costs.
- B. The Department agrees to do the following:
 - 1. Facilitate quarterly meetings between DPHHS and local health departments, wastewater operators, and laboratorians participating in wastewater surveillance.
 - 2. Pay invoices within 30 days after acceptance.

3. Upload data files from local jurisdictions to the National Wastewater Surveillance System (NWSS) on a weekly basis, for purposes of being published on the public-facing NWSS dashboard.

SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS

- A. In consideration of the services provided through this Task Order, the Department will pay the Contractor a maximum of \$81,900 to collect and test samples from 2 sites, as follows:

On a monthly basis over the 13 months of this contract, the Department will pay the Contractor for a maximum of one sample per week per site, up to \$600 a sample, and shipping costs incurred for specimen submission. Sites where wastewater samples are collected must be approved by the Department.

- B. All invoices must be received by the Department no later than 30 days following the Task Order end date of July 31, 2024. Invoices received after 60 days will not be paid by the Department.
- C. The completion date of performance for purposes of issuance of final payment for services is the date upon which the Contractor submits to the Department such final reports as are required under this Task Order and are satisfactory in form and content as determined by the Department.

SECTION 6. ADVANCED PAYMENTS

No advanced payments will be made.

SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS

The sources of the funding for this Task Order are \$81,900.00 from 2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Application.

SECTION 8. CFR 200 REQUIREMENTS

The following information may be required pursuant to CFR 200:

1. Sub recipient name: Lewis and Clark County
2. Sub recipient Unique Entity Identifier: LV3VYFCZSK88
3. FAIN number: NU50CK000500
4. Federal award date: 7/8/2022
5. Federal award start and end date: 5/1/2023-7/31/2024
6. Total amount of funds obligated with this action: \$81,900.00
7. Amount of funds obligated to sub recipient: \$81,900.00
8. Total amount of the federal award: \$81,900.00
9. Project description: 2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Application
10. Awarding agency/pass-through entity/contact info: CDC/DPHHS/PHSD, Deborah Gibson, debgibson@mt.gov, 406-444-5970
11. CFDA/ALN number/name: 93.323 / Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
12. Research and Development: No
13. Indirect cost rate: NA

SECTION 9. TERMINATION

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

SECTION 10. LIAISON AND SERVICE OF NOTICES

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

Rachel Hinnenkamp
DPHHS PHSD Communicable Disease Epidemiology Section
PO Box 202951
Helena, MT 59620
Phone Number (406) 444-0273
Rachel.hinnenkamp@mt.gov

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

Dorota Carpenedo
Lewis and Clark County
1930 9th Ave
Helena, MT 59601
Phone Number (406) 457-8896
dcarpenedo@lccountymt.gov

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

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

SECTION 11. FEDERAL REQUIREMENTS

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

SECTION 12. DEPARTMENT GUIDANCE

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

SECTION 13. INFORMAL DISPUTE RESOLUTION PROCEDURES

In addition to the Choice of Law and Remedies in the Master Contract, the Contractor may provide written request for resolution about any disagreement about the Task Order to the PHSD Administrator Todd Harwell, Phone Number (406) 444-0303, Fax Number (406) 444-6943, tharwell@mt.gov with a copy to Director Charlie Brereton, Phone Number (406) 444-5623, Fax Number (406) 444-1970, charles.brereton@mt.gov.

SECTION 14. PUBLIC INFORMATION AND DISCLAIMERS

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

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

- B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Task Order with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the statement:
- "This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."*
- D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Task Order funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Task Order.

"For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, "Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010", Pub. L. No. 111-117, and in H.R. 1473, "Department" Of Defense And Full-Year

Continuing Appropriations Act, 2011”, Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments.”

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

“This project is funded in whole by grant number(s) 5 NU50CK000500-04-00 from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services and from the Montana Department of Public Health and Human Services. The contents herein do not necessarily reflect the official views and policies of the U.S. Department of Health and Human Services or the Montana Department of Public Health and Human Services.”

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

SECTION 15. SCOPE OF TASK ORDER

This Task Order consists of 6 numbered pages and the following Attachments:

- Attachment A: Jotform template for Montana wastewater testing invoice submission
- Attachment B: Wastewater Invoice template
- Attachment C: FFATA Common Data Elements and Compensation Report

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

SECTION 16. AUTHORITY TO EXECUTE

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

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

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: Todd Harwell Date: 6-28-23
Todd Harwell, Administrator
Public Health and Safety Division

CONTRACTOR, LEWIS AND CLARK COUNTY

By: Tom Rolfe Date: 06/20/2023
Tom Rolfe, Chair
Lewis & Clark County Commission

ATTEST

On this 20 day of June, 2023, I hereby attest the above-written signature of the Board of Lewis & Clark County Commissioners.

Amy Reeves
Amy Reeves, Clerk & Recorder

Montana Wastewater Testing Invoice Submission Form

Up to one sample per week per sampling location, and up to \$600 per sample, is eligible for reimbursement/payment. Shipping costs are an allowable expense and are not factored into the \$600 per specimen.

Name

First Name

Last Name

Email

example@example.com

Phone Number

Please enter a valid phone number.

Jurisdiction

Example: Flathead City-County

Reporting Month

Please upload monthly invoice and expense reports below. Please use the monthly invoice template provided. Expense reports must include any and all proof of payment for wastewater laboratory testing and shipping expenses in the form of receipts of paid invoices. DPHHS will not process payments without completed monthly invoices and expense reports. Please ensure your jurisdiction's name and the month of submission are in the file name of the document you are uploading. Thank you!



Browse Files

Drag and drop files here

FFATA COMMON DATA ELEMENTS AND COMPENSATION REPORT

DPHHS-FB-180
Rev. 12/15/2022

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

**Federal Funding Accountability and Transparency Act
FFATA Summary: FFATA Common Data Elements Report
Section 1: Sub-Award Information Required for Reporting**

This report must be completed upon contract obligation of >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number	LV3VYFCZSK88	Provide subrecipient organization's 12-digit Data Universal Numbering System (UEI) number or Central Contractor Registration plus 4 extended UEI number.
FFATA-1-02	DPHHS Contract Number	24-07-7-11-147-0	Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	Grant Award Name	2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Application	Provide grant/award name assigned by the federal government (i.e. Child Abuse; VR-Independent Living; Immunization; Primary Care; Substance Abuse, etc).
FFATA-1-03	Subrecipient Name	Lewis and Clark County	Provide legal name of subrecipient as registered in the Central Contractor Registration (www.ccr.gov).
FFATA-1-04-A	Address Line 1	1930 9 th Ave	Physical location as listed in Central Contractor Registration.

FFATA-1-04-B	Address Line 2	Insert Address	
FFATA-1-04-C	City	Helena	
FFATA-1-04-D	State	MT	
FFATA-1-04-E	Zip+4	59601	
FFATA-1-04-F	Congressional District	02	01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number	93.323	If not known, DPHHS will complete.
FFATA-1-06	Total Contract	\$81,900	Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	Contract Period	7/1/2023-7/31/2024	Indicate project/grant period established in subaward document during which sponsorship begins and ends. For multi-year awards for a project/grant period (e.g., 5 years) funded in increments known as budget periods or funding periods, provide total project/grant period, not individual budget period or funding period.
FFATA-1-08-A	Primary Performance City	Insert Performance City	Provide City of primary performance.
FFATA-1-08-B	Primary Performance County	Insert Performance County	Provide County of primary performance.
FFATA-1-08-C	Primary Performance State	Insert Performance State	Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4	Insert Performance Zip	Provide Zip of primary performance.

FFATA-1-08-E	Congressional District	Insert Congressional District	Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency	Centers for Disease Control and Prevention	If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action	To monitor wastewater for pathogens	

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

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

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

CONTRACT TITLE: Wastewater Testing Surveillance

DPHHS CONTRACT #: 24-07-7-11-147-0

UEI #: LV3VYFCZSK88

SUBMITTED BY: Insert Name and Title

INSERT DATE: Insert Submission Date

Is Subrecipient (Contractor) Exempt? Insert Yes or No

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

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

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

TASK ORDER AMENDMENT NUMBER ONE
TASK ORDER FOR
WASTEWATER TESTING
MASTER CONTRACT NUMBER HHS-PHSD-00000525
TASK ORDER NUMBER 24-07-7-11-147-0

This Task Order Amendment is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Lewis and Clark County ("Contractor"), Federal ID Number 81-6001383, UEI Number LV3VYFCZSK88, and 1930 9th Ave, Ste 2, Helena, MT 59601.

Effective 01/01/2024 this Task Order is amended as follows. Existing language has been struck; amended language underlined.

SECTION 3. TERMS OF TASK ORDER will be amended as follows:

- A. The term of this Task Order for the purpose of delivery of services is from July 1, 2023 through ~~July 31, 2024~~ June 30, 2026.
- B. Will remain unchanged.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK will be amended as follows:

- A. The Contractor agrees to provide the following services:
 - 1. Submit up to two weekly wastewater samples to the testing laboratory.
 - 2. Submit weekly data files to DPHHS the Department with wastewater testing results by the ~~end of the day on Thursdays~~ mid-day on Fridays.
 - 3. Provide monthly invoice and expense reports for reimbursement, within 60 days of the date services were rendered. Invoices and expense reports should include the costs incurred by the Contractor for the lab tests and associated shipping costs, the cost of specimen collection and shipping materials, shipping costs associated with shipping reusable from the Contractor or laboratory to the participating wastewater treatment plant, and sample collection and administrative fees.
- B. The Department agrees to do the following:
 - 1. and 2. will remain unchanged.
 - 3. ~~Upload data files from local jurisdictions to the National Wastewater Surveillance System (NWSS) on a weekly basis, for purposes of being published on the public facing NWSS dashboard.~~ Upload the local wastewater surveillance data to a public facing dashboard weekly.

SECTION 5. CONSIDERATIONS, PAYMENTS, AND PROGRESS PAYMENTS, will be amended as follows:

- A. In consideration of the services provided through this Task Order, the Department will pay the Contractor a maximum of ~~\$81,900~~ \$271,850.00 to collect and test samples from 2 ~~two~~ sites, as follows:

On a monthly basis over the ~~43~~ 36 months of this contract, the Department will pay the Contractor for a maximum of ~~one sample~~ two samples per week per site, up to ~~\$600~~ \$425 per sample if two samples are sent per week or \$600 per sample if one sample is sent per week

~~sample~~ and shipping costs incurred for ~~specimen~~ sample submission. Sites where wastewater samples are collected must be approved by the Department.

Sample collection and shipping materials may be reimbursed up to \$9,600 during the duration of this Task Order. Shipping costs associated with ordering new supplies and shipping back reusable supplies to the wastewater treatment plant may also be reimbursed.

Administrative fees for sample collection may be reimbursed up to \$100 per sample. This fee may cover sample collection costs incurred by the Contractor and/or the participating wastewater treatment plant and must be approved by the Department and clearly listed on the invoice.

The Department will pay the Contract for a maximum of one re-run sample due to quality control failures per site for the duration of this Task Order. The re-run sample must be approved by the Department.

B. All invoices must be received by the Department no later than 30 days following the Task Order end date of ~~July 31, 2024~~ June 30, 2026. Invoices received after 60 days will not be paid by the Department.

C. Remains the same.

SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS will be amended as follows:

The sources of the funding for this Task Order are ~~\$81,900.00~~ \$271,850.00 from 2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Application.

SECTION 8. CFR 200 REQUIREMENTS will be amended as follows:

The following information may be required pursuant to CFR 200 as outlined in Attachment D:

SECTION 10. LIAISON AND SERVICE OF NOTICES will be amended as follows:

A. ~~Rachel Hinnenkamp~~ Beth Hopkins, or their successor, will be the liaison for the Department. Contact information is as follows:

~~Rachel Hinnenkamp~~ Beth Hopkins
DPHHS PHSD Communicable Disease Epidemiology Section
PO Box 202951
Helena, MT 59620
Phone Number (406) 444-0273
~~Rachel.hinnenkamp@mt.gov~~ beth.hopkins@mt.gov

~~Dorota Carpenedo~~ Drenda Niemann, or their successor, will be the liaison for the Contractor. Contact information is as follows:

~~Dorota Carpenedo~~ Drenda Niemann
Lewis and Clark County
1930 9th Ave
Helena, MT 59601

Phone Number ~~(406) 457-8896~~ (406) 457-8910
~~dearpenedo@lccountymt.gov~~ dniemann@lccountymt.gov

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

B. Will remains unchanged.

AUTHORITY TO EXECUTE

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

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

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Todd Harwell, PHSD Administrator

BY: _____ Date: _____
David Gerard, Executive Director

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

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

Approved as to Legal content:

BY: _____ Date: _____
Attorney

CONTRACTOR, LEWIS AND CLARK COUNTY

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

ATTEST

On this ___ day of _____, 2024, I hereby attest the above-written signature of the Board of Lewis & Clark County Commissioners.

Amy Reeves, Clerk & Recorder

ATTACHMENT C
ANNUAL FFATA AMENDMENT ONE

FFATA COMMON DATA ELEMENTS AND COMPENSATION REPORT

DPHHS-FB-180
Rev. 7/13/23

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

Federal Funding Accountability and Transparency Act
FFATA Summary: FFATA Common Data Elements Report
Section 1: Sub-Award Information Required for Reporting

This report must be completed upon contract obligation of >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number	LV3VYFCZSK88	Provide subrecipient organization's 12-digit Data Universal Numbering System (UEI) number or Central Contractor Registration plus 4 extended UEI number.
FFATA-1-02	DPHHS Contract Number	24-07-7-11-147-0	Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	Grant Award Name	2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Application	Provide grant/award name assigned by the federal government (i.e. Child Abuse; VR-Independent Living; Immunization; Primary Care; Substance Abuse, etc).
FFATA-1-03	Subrecipient Name	Lewis and Clark County	Provide legal name of subrecipient as registered in the Central Contractor Registration (www.ccr.gov www.sam.gov).
FFATA-1-04-A	Address Line 1	1930 9 th Ave	Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2	Insert Address	
FFATA-1-04-C	City	Helena	

FFATA-1-04-D	State	MT	
FFATA-1-04-E	Zip+4	59601	
FFATA-1-04-F	Congressional District	02	01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number	93.323	If not known, DPHHS will complete.
FFATA-1-06	Total Contract	\$81,900 <u>\$271,850.00</u>	Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	Contract Period	7/1/2023-7/31/2024 <u>6/30/2026</u>	Indicate project/grant period established in subaward document during which sponsorship begins and ends. For multi-year awards for a project/grant period (e.g., 5 years) funded in increments known as budget periods or funding periods, provide total project/grant period, not individual budget period or funding period.
FFATA-1-08-A	Primary Performance City	Insert Performance City	Provide City of primary performance.
FFATA-1-08-B	Primary Performance County	Insert Performance County	Provide County of primary performance.
FFATA-1-08-C	Primary Performance State	Insert Performance State	Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4	Insert Performance Zip	Provide Zip of primary performance.
FFATA-1-08-E	Congressional District	Insert Congressional District	Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency	Centers for Disease Control and Prevention	If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action	To monitor wastewater for pathogens	

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

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

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

CONTRACT TITLE: Wastewater Testing Surveillance
DPHHS CONTRACT #: 24-07-7-11-147-0
UEI #: LV3VYFCZSK88
SUBMITTED BY: Insert Name and Title
INSERT DATE: Insert Submission Date
Is Subrecipient (Contractor) Exempt? Insert Yes or No

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

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

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

ATTACHMENT D
CFR 200 REQUIREMENTS AMENDMENT ONE

The following information may be required pursuant to CFR 200:

1. <u>Sub recipient name</u>	<u>Lewis and Clark County</u>	<u>Lewis and Clark County</u>
2. <u>Sub recipient EUI</u>	<u>LV3VYFCZSK88</u>	<u>LV3VYFCZSK88</u>
3. <u>FAIN number</u>	<u>NU50CK000500</u>	<u>NU50CK000500</u>
4. <u>Federal award date</u>	<u>7/8/2022</u>	<u>05/25/2023</u>
5. <u>Federal award budget period start & end date</u>	<u>7/1/2023-6/30/2026</u>	<u>7/1/2023-6/30/2026</u>
6. <u>Total amount of funds obligated with this action</u>	<u>\$7,350.00</u>	<u>\$182,600.00</u>
7. <u>Amount of federal funds obligated to sub recipient</u>	<u>\$89,250.00</u>	<u>\$182,600.00</u>
8. <u>Total amount of the federal award</u>	<u>\$89,250.00</u>	<u>\$182,600.00</u>
9. <u>Project description</u>	<u>2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Application</u>	<u>2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Application</u>
10. <u>Award agency/pass-through entity/contact info:</u>	<u>CDC/DPHHS/PHSD, Deborah Gibson, debgibson@mt.gov, 406-444-5970</u>	<u>CDC/DPHHS/PHSD, Deborah Gibson, debgibson@mt.gov, 406-444-5970</u>
11. <u>CFDA/ALN number/name:</u>	<u>93.323 / Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)</u>	<u>93.323 / Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)</u>
12. <u>Research and Development:</u>	<u>No</u>	<u>No</u>
13. <u>Indirect cost rate:</u>	<u>N/A</u>	<u>N/A</u>