

CONTINUATION TO THE  
NOTICE OF COOPERATIVE AGREEMENT AWARD  
BETWEEN THE  
MONTANA DEPARTMENT OF LIVESTOCK (COOPERATOR)  
AND THE  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)  
VETERINARY SERVICES

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to provide Federal financial assistance to conduct Bison Operation Management activities that will provide specific information to the Cooperator, APHIS, and other interested parties for the Brucellosis surveillance program.

ARTICLE 2 - AUTHORITIES

Under the Animal Health Protection Act, as amended, (7 USC §§ 8401 et. seq.) (AHPA), the Secretary of Agriculture is authorized to issue regulations and orders and to carry out operations and measures to prevent, detect, control, and eradicate diseases and pests of livestock and to cooperate with other Federal agencies, States or political subdivisions of States, national governments of foreign countries, local governments of foreign countries, domestic or international organizations, domestic or international associations, Indian tribes and other persons to carry out the purposes of the AHPA.

Pursuant to 7 USC § 2279g, notwithstanding Chapter 63 of Title 31, APHIS is authorized to use cooperative agreements to reflect a relationship with a state or other cooperator to carry out programs to protect the nation's animal and plant resources or to carry out educational programs or special studies to improve the safety of the nation's food supply.

ARTICLE 3 - MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to that:

- a. A mutually satisfactory annual **Work Plan** and **Financial Plan** developed by the **Cooperator** and APHIS are incorporated into this **Agreement** by reference. If APHIS initially awards a reduced level of funding during a Continuing Resolution (CR), there will be a corresponding decrease in the projected accomplishments for the funding period. Upon extension of the CR or passage of an appropriation by Congress, revisions will be executed to increase the federal share, based on available funds, not to exceed the level reflected in the annual Financial Plan.
- b. The provisions of this **Agreement** will not replace functions that are being conducted by the **Cooperator** but will supplement those activities and increase program benefits to all parties.
- c. The employee(s) responsible for this work will be under the general program direction of the **Cooperator** and APHIS. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organizations rules and regulations.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The **Cooperator** understands and agrees to that:

- a. Designate in writing to APHIS the **Cooperator's** authorized representative who shall be responsible for collaboratively administering the activities conducted under this **Agreement**.
- b. Furnish personnel, as required, to accomplish the activities outlined in the **Work Plan and Financial Plan**.
- c. The **Cooperator's** representative designated as required in Article 4.a shall certify and submit to APHIS' authorized representative **quarterly** accomplishment reports on activities outlined in the **Work Plan and Financial Plan**. The reports will be used by APHIS to verify compliance with provisions of this **Agreement**. They are due:

**First Quarter:** April 30, 2010 *(for the period 1/1/10 through 3/31/10)*  
**Second Quarter:** July 30, 2010 *(for the period 4/1/10 through 6/30/10)*  
**Third Quarter:** October 30, 2010 *(for the period 7/1/10 through 9/30/10)*  
**Final:** No later than 90 days after the Grant expires or terminates.

Any requests for an extension of time to submit the reports must be justified and made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the reports are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported separately.

- d. Submit to APHIS' designated representative properly certified **quarterly/semiannual** Federal Financial Reports (FFR). They are due:

**First Quarter:** April 30, 2010 *(for the period 1/1/10 through 3/31/10)*  
**Second Quarter:** July 30, 2010 *(for the period 4/1/10 through 6/30/10)*  
**Third Quarter:** October 30, 2010 *(for the period 7/1/10 through 9/30/10)*  
**Final:** No later than 90 days after the Grant expires or terminates.

Any requests for an extension of time to submit the FFR must be justified and made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the FFR are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. In addition, APHIS requires a separate FFR for each award. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported on a separate FFR. **Further, all federal funds reflected as unobligated on the final FFR will no longer be available for obligation by the Cooperator.**

- e. Treat any program income derived under this **Agreement** using the Deduction Alternative in accordance with the provisions of 7 CFR 3016.25(g)(1) which provides for a decrease in the financial contributions of each cooperating party to this project.

f. Submit to APHIS a properly certified Request for Advance or Reimbursement SF-270, when requesting payment for expenditures. A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF-270 to cover monthly disbursement needs.

g. Obtain a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number by calling D&B at (800) 333-0505 (most expeditious) or visiting their website at <http://www.dnb.com/us>. This requirement does not apply to individuals applying for assistance, unless it supports a business or non-profit organization they operate. Upon obtaining the DUNS number, the Cooperator further agrees to register in the Central Contractor Registry (CCR) by visiting their website at <http://www.ccr.gov> (most expeditious) or calling 888-227-2423. The Cooperator also agrees to update the CCR information as necessary and to renew the registration annually prior to its expiration date. This registration will provide a means to receive electronic funds transfers of all payments requested on the SF-270. Cooperators without accounts at financial institutions can request waivers due to hardship because of physical or geographical barrier.

h. APHIS may withhold payments called for in Article 5.b under the conditions outlined in 7 CFR 3016.21(g), including failure to comply with project objectives, the terms and conditions of the award, and Federal reporting requirements: if the Cooperator or a sub-recipient is delinquent on debt to the United States, or such other conditions outlined in the cited regulations.

j. Comply with 7 CFR 3017, Subpart C to ensure that any subrecipients that carry out the provisions of this Agreement are not debarred or suspended. Subrecipients are required to disclose if they, or any of their principals, are presently excluded or disqualified.

k. Comply with and enforce the requirements for a drug-free workplace as mandated in 7 CFR 3021, "Governmentwide Requirements for Drug-Free Workplace".

l. Comply with and enforce the requirements in 7 CFR 3018.110 (d) (1) and (2) for completion of the Certification Regarding Lobbying and the SF-LLL, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the Cooperator and any subgrants and subcontracts exceeding \$100,000.

m. When connected to the USDA, APHIS network, comply with the security guidelines as outlined in the USDA Cyber Security Manual Series 3500; including USDA Departmental Manual (DM) 3515, "Privacy Requirements", and USDA DM 3525, "USDA Internet Use and E-Mail Security". The Cooperator will not download any material (i.e., pictures, movies, or music files) bearing a copyright nor access any material defined as inappropriate in these regulations and directives. The Cooperator agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS owned computer equipment will take any APHIS required security and privacy training.

n. Work with the APHIS to ensure compliance with National Institute of Standards and Technology (NIST) system requirements and APHIS' Certification and Accreditation (C&A) standards. Specifically, the Cooperator will comply with NIST SP 800 – 37, "Guide for the Security Certification and Accreditation of Federal Information Systems"; NIST SP 800 – 53, "Recommended Security Controls for Federal Information Systems"; APHIS C&A Manual including APHIS C&A Templates; and any other relevant NIST and APHIS guides. Refer to the NIST website at <http://csrc.nist.gov/publications/nistpubs/index.html> to obtain copies of the NIST C&A publications.

o. When transmit frequency determining devices (transmitters) are owned by the Federal Government, the Federal Government will have responsibility for frequency support (frequency authorizations for

fixed locations). If Cooperator-owned devices are provided, it will be the Cooperator's responsibility to obtain frequency support by application to the Federal Communications Commission for use of government frequencies, or to obtain non government frequencies. All radio equipment will be maintained to original factory technical specifications. Mobile radio equipment removed from service will be kept at a central location with notification made to the designated Federal official. Notification of any changes, relocation, or removal of base stations or repeater stations in the system will be made to the APHIS Radio Communications Manager at Lakewood, Colorado, who will be available for technical guidance and, if needed, make periodic trips to monitor the system.

p. Maintain an inventory control system of property purchased by the Cooperator in whole or in part with Federal funds as required in the Section entitled "Equipment" of 7 CFR 3016.32. Cooperators shall conduct a physical inventory at least every two years and make available, as requested, the required records for review by APHIS. A copy of the reconciled final inventory report will be provided to APHIS as stated in Article 9 of this Agreement.

q. Provide an annual inventory report of any Federally-owned or Federally-leased equipment on loan to the Cooperator to include a description, manufacturer model and serial number, acquisition date and cost. A disposition request shall be made to APHIS when the property is no longer needed.

r. When the Federal share of total project costs as reflected in the Financial Plan is over \$100,000 and a cumulative transfer among direct cost categories is in excess of ten percent of the current approved total budget, the Cooperator will request written prior approval for the budget revision. The Cooperator will submit a revised SF-424A, Budget Information, and detailed Financial Plan under a cover letter to the APHIS awarding official containing a narrative justification for the proposed revision. Transfers of funds among programs, functions, or activities as indicated in Section B of the SF-424A is prohibited.

s. Comply with the requirements for coordination, development, and use of geospatial data as mandated in OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities".

t. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information. Parent organization DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be relevant. APHIS will provide a supplemental sheet for the Cooperator's convenience in recording this information.

u. Pursuant to 31 USC 3706 and 7 CFR 3.10 to 7 CFR 3.21, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements.
- (2) Withhold advance payments otherwise due to the Cooperator
- (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 USC, Chapter 37.

v. Any information furnished to APHIS under this Agreement is subject to the Freedom of Information Act (5 USC 552).

APHIS also retains the ability to force utilization of the patented invention by designating licenses in any field of use where the patentee has failed to act with reasonable diligence.

Any royalties or equivalent income earned during the effective period of this Agreement on patents or inventions derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1).

#### ARTICLE 11 – COPYRIGHTS

APHIS reserves a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize others to exercise, the rights for Federal government purposes to copyrighted materials developed under this Agreement. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. The Cooperator shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of APHIS.

Any royalties or equivalent income earned during the effective period of this Agreement on copyrighted material derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1).

#### ARTICLE 12 – PUBLICATIONS AND AUDIOVISUALS

The final draft of any funded publication or audiovisual must be submitted by the Cooperator to APHIS' authorized representative prior to final printing, editing or release of the product so that APHIS can make a determination as to whether APHIS' participation in the project will be acknowledged. APHIS, furthermore, may require that the Cooperator modify or purge any acknowledgment of its support for activities conducted under this Agreement as a result of its review of a final draft. If APHIS has not responded within 30 days of receipt of the draft, the Cooperator will be free to proceed with publication without an acknowledgment. In the event that APHIS elects not to acknowledge the product, the Cooperator agrees not to attribute sponsorship by APHIS by any means including, but not limited to, publications, interviews, new releases, etc.

When an acknowledgment is desired by APHIS, unless otherwise instructed by APHIS, the statement shall read: "This material was made possible, in part, by a Cooperative Agreement from the United States Department of Agriculture's Animal and Plant Health Inspection Service (APHIS). It may not necessarily express APHIS' views."

Additionally, any other acknowledgment, including use of the APHIS Logo, by the Cooperator of APHIS support shall have the express written permission of APHIS signatory to this Agreement, which shall be requested through the APHIS representative designated under this Agreement.

#### ARTICLE 13 – FEDERAL VEHICLE MANAGEMENT

The Cooperator agrees to comply with the requirements of 41 CFR 10138.3011 (41 CFR 10234 Subpart C) and vehicle usage policy as stated in the APHIS Motor Vehicle Fleet Management Manual. The Cooperator further agrees to indemnify the United States of America for any and all property damage and personal injury caused by the Cooperator's employees resulting from use of said vehicles, and further agrees to save and hold harmless the United States of America from any and all claims for such property damage and personal injury caused by the Cooperator's employees. The Cooperator further agrees to reimburse the United States of America by and

through APHIS for any property damage to any Federally-owned or Federally-leased vehicles, less normal wear and tear, which may occur through the use of said vehicles under this Agreement.

#### ARTICLE 14 – BUY AMERICAN ACT

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act for the current Federal fiscal year, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

#### ARTICLE 15 – FUNDING PERIOD OBLIGATIONS AND EXTENSIONS

The funding period is the period during which this Agreement is in effect. Any funds not obligated by the Cooperator during the funding period will revert to APHIS upon the expiration or termination of this funding period. Under 7 CFR 3016.30, this Agreement is subject to a one-time extension of up to 12 months to complete this project. The Cooperator must submit a written request including an SF-424, Application for Federal Assistance, to extend the duration to be received by APHIS at least 10 days prior to the expiration of the funding period. The SF-424 must be accompanied by a justification explaining the reason for program delays, the program impact without the extension, and the anticipated completion date. During the extension period, financial and progress reports will continue with the same frequency as provided in the original funding period. As stated in 7 CFR 3016.30, requests for extension purely to obligate funds will be denied by APHIS. All extensions must be approved, in writing, by APHIS prior to the expiration of the original funding period.

#### ARTICLE 16 – NON-DISCRIMINATION CLAUSE

No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in programs or activities funded in whole or in part by the United States Department of Agriculture based on race, color, national origin, age, disability, and, where applicable, sex, religion or political beliefs. Recipients will post a non-discrimination statement in accordance with USDA Departmental Regulation 4300-003 paragraph 7.b(2) found at <http://www.ocio.usda.gov/directives/doc/DR4300-003.pdf>.

#### ARTICLE 17 – TRAFFICKING IN PERSONS

APHIS, as the Federal awarding agency, hereby advises the Cooperator, as the recipient, that they are subject to the provisions of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g), as follows:

**a. Provisions applicable to a recipient that is a private entity.**

(1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –

(a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(b) Procure a commercial sex act during the period of time that the award is in effect; or

(c) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

(a) Is determined to have violated a prohibition in paragraph a.(1) of this award term; or

(b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.(1) of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 7 CFR 3017.

**b. Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –

(1) Is determined to have violated an applicable prohibition in paragraph a.(1) of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.(1) of this award term through conduct that is either –

(a) Associated with performance under this award; or

(b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 7 CFR 3017.

**c. Provisions applicable to any recipient.**

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.(1) of the award term.

(2) Our right to terminate unilaterally that is described in paragraph a.(2) or b of this section:

(a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and

(b) Is in addition to all other remedies for noncompliance that are available to use under this award.

(3) You must include the requirements of paragraph a.(1) of this award term in any subaward you make to a private entity.

**d. Definitions.** For purposes of this award term:

(1) "Employee" means either:

(a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

(a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(b) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

#### ARTICLE 18 -- FLY AMERICAN ACT

The Cooperator organization shall comply with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 1517 (Fly American Act), which requires:

a. Any air transportation to, from, between, or within a country, other than the U.S., of persons or property, the expense of which will be assisted by USDA funding, will be performed on a United States flag carrier if service provided by such carrier is "available."

b. For the purposes of the requirement:

(1) Passenger or freight service by a certified air carrier is considered "available" even though:

(a) Comparable or a different kind of service by a non-certificated air carrier costs less; or

(b) Service by a non-certificated air carrier can be paid for in excess foreign currency; or

(c) Service by a non-certificated air carrier is preferred by the recipient organization contractor or traveler needing air transportation.

(2) Passenger service by a certificated air carrier is considered to be "unavailable":

(a) When the traveler, while enroute, has to wait 6 hours or more for an available United States carrier: or

(b) When any flight by a U.S. carrier interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, and so forth, and no other flight by a United States carrier is available during the 6 hour period: or

(c) When the flight by a United States carrier takes 12 or more hours longer than a foreign carrier.

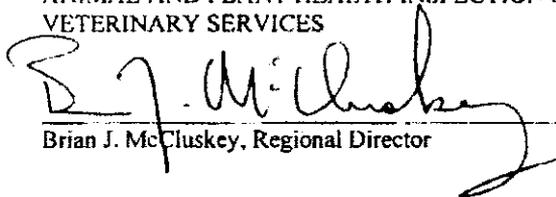
ARTICLE 19 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this Agreement is in the amount of \$525,000 and the Cooperator's share is \$0 for a total project cost of \$525,000. These contributions establish a cost share ratio which shall be attained for the funding period except to the extent that there are cost overruns. Cost overruns will be the sole responsibility of the Cooperator, unless additional funding is secured from APHIS prior to the expiration of the funding period. In the event that project costs are less than projected, each party will realize a percentage of the savings to be distributed based on the established ratio. This Agreement shall become effective January 1, 2010, and shall continue through December 31, 2010, subject to continuation in writing by mutual agreement of the parties. Further, this Agreement may be amended at any time during the effective period by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016.

MONTANA DEPARTMENT OF LIVESTOCK

 4/7/10  
Christian Mackay, Executive Director Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
VETERINARY SERVICES

 APR 13 2010  
Brian J. McCluskey, Regional Director Date

Budget Object Class: 2551  
Accounting Code: 052 9730 335  
Federal Amount: \$525,000