

## **PROFESSIONAL SERVICES AGREEMENT**

### **I. Parties**

This Agreement is between the Legislative Services Division (LSD), a division of the Legislative Branch, PO Box 201706, Helena, Montana, and the Lewis and Clark County Public Health Department (LCPH), 1930 9th Avenue, Helena, Montana.

### **II. Purpose**

The Legislative Services Division recognizes the importance of protecting, promoting, and maintaining the health and safety of the community during the current COVID-19 pandemic. This AGREEMENT defines the parties' responsibilities related to providing Contact Tracing of COVID-19 to the Montana Legislature for the 2021 Legislative Session.

### **III. Effective Dates**

This AGREEMENT is effective January 4, 2021 and expires April 28, 2021. Prior to termination, the parties may agree to revise or extend the AGREEMENT.

### **IV. Legislative Services Division Responsibilities**

The LSD will pay a rate of \$19.98 an hour to LCPH for LCPH staff persons to perform contact tracing services to legislators and legislative staff as needed.

The LSD will provide personnel in the Human Resources Office to help coordinate with the LCPH Contact Tracers. These personnel shall assist the LCPH Contact Tracers in providing LCPH with contact information for legislators and staff, and assist in determining "close contacts" within legislators and staff.

### **V. Lewis and Clark County Public Health Department Responsibilities**

The Lewis and Clark County Public Health Department will dedicate LCPH Contact Tracers to:

- (1) under general direction of the Public Health Nurse, help control the spread of COVID-19 by completing contact tracing investigations through identifying, communicating with, and documenting all close contacts in an accurate and timely manner;
- (2) coordinate with other county public health departments in the event of a multijurisdictional exposure;
- (3) communicate with contacts to notify them of exposure, provide disease and transmission information, and gather data on demographics, living arrangements, and daily activities;
- (4) ask about signs/symptoms and underlying medical conditions;
- (5) provide referrals for testing in coordination with the designated person and the Montana Department of Public Health and Human Services (if appropriate);
- (6) provide recommendations for self-quarantine and review daily monitoring procedures;
- (7) assess supports necessary to maintain compliance during self-quarantine;
- (8) use standard protocols when conversing/communicating with contacts;
- (9) coordinate with the COVID support team to provide tools (e.g., Q & I kit) to assist with daily monitoring and prevent further spread in the home; and
- (10) coordinate with the Public Health Nurse to report accurate and timely data updates.

Work performed under this agreement shall take precedence, and the dedicated LCPH Contact Tracers shall complete contact tracing for LSD in a timely manner.

## **VI. Consideration**

The LSD will pay to the Lewis and Clark County Public Health Department an hourly wage of \$19.98 an hour for services performed under this Agreement up to the sum of \$7,000. If the legislative session calendar is extended beyond April 30, 2021, the duration of the Agreement and sum may be extended by mutual agreement.

LCPH shall invoice the LSD monthly for services performed under this Agreement.

## **VII. Liability; Indemnification**

LCPH shall protect, defend, indemnify and save harmless LSD and its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the LCPH, its employees or agents in connection with the terms of this Agreement. This provision shall survive the termination of this Agreement.

LSD shall protect, defend, indemnify and save harmless LCPH and its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of LSD, its employees or agents in connection with the terms of this Agreement. This provision shall survive the termination of this Agreement.

## **VIII. Entire Agreement, Modifications and Non-Assignment**

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

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

## **IX. Contacts**

Legislative Services Division contact:

Name: Susan Fox

Phone: (406) 444-3066

E-mail: [sfox@mt.gov](mailto:sfox@mt.gov)

Lewis and Clark County Public Health Department contact:

Name: Drenda Niemann

Phone: (406) 457-8910

E-mail: [DNIEMANN@lccountymt.gov](mailto:DNIEMANN@lccountymt.gov)

## **X. Approvals**

The parties agree to the terms and conditions outlined in this AGREEMENT.

\_\_\_\_\_  
Susan Byorth Fox, Executive Director  
Legislative Services Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julianne Burkhardt, Legal Counsel  
Legislative Services Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Drenda Niemann, Health Officer  
Lewis and Clark County Public Health Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andy Hunthausen, Chairman  
Board of County Commissioners  
Lewis and Clark County

\_\_\_\_\_  
Date

ATTEST:

Amy Reeves, Clerk and Recorder