

NOTICE OF PUBLIC MEETING

The Lewis and Clark County Commissioners Public Meeting will be held on Tuesday, April 30, 2024, at 9:00 AM in Commission Chambers, Rm 330.

It is the policy of the Board of County Commissioners to render a decision at a later date after they have had ample time to consider all oral and written public testimony. The BoCC may render a final decision on the same date if substantial new information is not received. Public comment must be limited to matters under the jurisdiction of the Commission.

- 1. Pledge of Allegiance
- 2. Consent Action Items

3. <u>Contract Between Lewis and Clark County and Stahly Engineering & Associates. (Pam Attardo)</u>

The Commissioners will consider the contract with Stahly Engineering & Associates in the amount of \$2,800 for structural engineering services for the Unionville Schoolhouse rafters. The contact period begins upon approval by both parties through May 31, 2024.

4. <u>Agreement Between Lewis and Clark Public Health and Wolf Creek School District No.</u> <u>13. (Laurel Riek)</u>

The Commissioners will consider the agreement with Wolf Creek School District No. 13 for health services during the 2024-2025 school year. This agreement will provide school nurse services for the school at a cost of \$1,200.

5. Agreement Between Lewis and Clark Public Health and Trinity School District No. 4. (Laurel Riek)

The Commissioners will consider the agreement with Trinity School District No. 4. This agreement will provide school nurse services during the 2024-2025 school year for Canyon Creek school at a cost of \$2,898.

6. <u>Grant Task Order 25-07-4-31-123-0 Between Lewis and Clark County and Montana</u> <u>Department of Public Health and Human Services. (Laurel Riek)</u>

The Commissioners will consider the grant task order with the Montana Department of Public Health and Human Services in the amount of \$396,917 to implement activities for the Immunization Program. The task order is effective July 1, 2024 through June 30, 2025.

7. <u>Public comment on any public matter within the jurisdiction of the Commission that is</u> not on the agenda above.

8. Adjourn

ADA NOTICE

Lewis and Clark County is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The County will not exclude persons with disabilities from participation at its meetings or otherwise deny them County's services, programs, or activities. Persons with disabilities requiring accommodations to participate in the County's meetings, services, programs, or activities should contact Keni Grose, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

- (406)-447-8316
- kgrose@lccountymt.gov

- TTY Relay Service 1-800-253-4091 or 711
- 316 N Park, Room 303



Contract Between Lewis and Clark County and Stahly Engineering & Associates. (Pam Attardo)

Presented By:

Summary:

The Commissioners will consider the contract with Stahly Engineering & Associates in the amount of \$2,800 for structural engineering services for the Unionville Schoolhouse rafters. The contact period begins upon approval by both parties through May 31, 2024.

Legal Review Required:

ATTACHMENTS:

	Description	Туре
۵	Contract Cover Sheet Stahly Eng Unionville School	Contract
۵	Contract, Stahly Engineering Unionville School Apr2024	Contract



CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant. Include this completed form in Novus when submitting the contract for approval. This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

Explain in

comment box

NOT APPLICABLE

- Project Name/Novus Title:
- Standard Lewis and Clark County contract template used: YES
 NO
 - Legal has completed review of agreement: YES
 NO
- Procurement method:
 - For methods other than Small Purchase Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
- Purchase is exempt/exception from standard procurement procedures, per county policy: YES
 NO
 - If YES, provide exemption/exception request form.
- Budget Authority: YES NO NOT APPLICABLE
- Is this a public works contract subject to prevailing wage requirements? "Public works contract" means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-I), MCA] in which the total cost of the contract is in excess of \$25,000? YES NO
 - If YES, is project subject to \$50,000 performance and payment bond? YES
 NO
- Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? YES NO
 *\$80,000 or more, public funds being expended, and work done on publicly-owned property.
 - If YES, submit CGR form to Finance Department.
- Is this contract funded through a grant? YES NO IF YES, COMPLETE NEXT PAGE.
 Additional comments:

Signatures:

Elected Official/Department Director

Date

Purchasing Officer or Designee

Date

Date



CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor. **Include a copy of the grant/contract funding the contract.**

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the

Contract? YES NO

- o If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES NO**
 - o If YES, have these requirements been incorporated into the contract? YES NO

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley,

amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting	Needed? YES	NO
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Reporting Period:

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 Stahly Engineering & Associates, herein referred to as "CONSULTANT", whose address is 3530 Centennial Drive, Helena, MT 59601, phone number is (406) 442-8594, Federal Employee Identification Number is 81-0307441, and System for Award Management (SAM) Unique Entity Identifier (UEI) is HMBEKCYJVLQ.

THE PARTIES AGREE AS FOLLOWS:

- 1. <u>EMPLOYMENT OF THE CONSULTANT</u>: The COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform professional structural engineering services needed for the Unionville School Restoration Project. The COUNTY reserves the right to choose key personnel that it feels are most suited to the specific task.
- 2. <u>SCOPE OF SERVICES</u>: The CONSULTANT will perform the professional structural engineering services services as shown in the attached and incorporated Exhibit A, which lists the scope of services relating to the Unionville School Restoration Project.
- 3. <u>INDEPENDENT CONTRACTOR</u>: The parties agree that CONSULTANT is an independent contractor of the COUNTY and not an employee or agent of the COUNTY and is <u>not</u> 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. <u>WARRANTY</u>: 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. <u>LIAISON</u>: The COUNTY'S designated liaison with the CONSULTANT is <u>Pam Attardo, Heritage Preservation Officer</u> or their designee. The CONSULTANT'S designated liaison with the COUNTY is Phil Bachofner.
- 6. <u>EFFECTIVE DATE AND TIME OF PERFORMANCE</u>: The CONSULTANT will commence work upon approval of this Contract by both parties and shall complete the described work by May 31, 2024.
- 7. <u>COMPENSATION</u>: 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 Two thousand eight hundred Dollars (\$2,800.00). CONSULTANT shall submit 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. <u>CONFLICT OF INTEREST</u>: 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. <u>MODIFICATION AND ASSIGNABILITY OF CONTRACT</u>: 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. <u>OWNERSHIP AND PUBLICATION OF MATERIALS</u>: 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. <u>INDEMNIFICATION</u>: 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. <u>INSURANCE</u>: 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. <u>COMPLIANCE WITH LAWS</u>: 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. <u>NONDISCRIMINATION</u>: 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. <u>PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE</u>: 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. <u>ATTORNEY FEES</u>: 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. <u>TERMINATION</u>: 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:

Date: _____

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

ATTEST:

Amy Reeves, Clerk and Recorder

(Seal)

CONSULTANT:

2024 4/15 Date:

Phil Bachofner, Structural Department Manager, Stahly Engineering & Associates

State of Montana County of Lewis + Clark

This instrument was acknowledged before me on 4/15/24 [date] by Phil Bachofner as Structural Department Manager of Stahly Engineering & Associates

Signature of Notarial Officer



(Seal)

EXHIBIT A

SCOPE OF WORK

- Analysis of the dead load and snow load as prescribed by the 2021 International Building Code
- Site Inspection to measure trusses as currently constructed
- Finite element model of truss members to determine design forces
- Design of reinforcement of members and connections

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• Deliverable to be in the form of a letter and stand-alone roof details

EXHIBIT B

SCHEDULE OF BILLING

• General project management - \$600

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- Site visit to view the portions of the structure in detail in the roof area \$400
- Consultation in the best practices for reinforcement with the contractor \$400
- Structural engineering services for the roof elements per the 2021 International Existing Building Code - \$600
- Deliverable in the form of a letter and details illustrating structural reinforcements- \$400
- General structural consultation for the project, such as repairs and reinforcement to the structure post deliverable \$400

EXHIBIT C

The contract to which this addendum is attached is made using federal assistance provided to Lewis and Clark County by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to the CONSULTANT, as a contractor of Lewis and Clark County, according to the County's Award Terms and Conditions signed on June 15, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

- Equal Opportunity. CONSULTANT shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2. <u>Minority and Women Business Enterprises</u>. CONSULTANT hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, CONSULTANT hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
 - a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
 - b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
 - e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
 - f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

 Suspension and Debarment. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the CONSULTANT is required to verify that none of CONSULTANT's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). The CONSULTANT must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Lewis and Clark County. If it is later determined that the CONSULTANT did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONSULTANT agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. <u>Bvrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended*</u>. CONSULTANT certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. CONSULTANT shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

*Purchases over \$100,000 - CONSULTANT must sign the certification on the last page of this exhibit.

5. <u>Access to Records</u>. The CONSULTANT agrees to provide the Lewis and Clark County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.

The CONSULTANT agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

- 6. <u>Rights to Inventions Made Under a Contract or Agreement</u>. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.
- 7. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333). (Applies

only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. <u>Clean Air Act & Federal Water Pollution Control Act</u>. (applies to purchases of more than \$150,000.). The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The CONSULTANT agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Lewis and Clark County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

- Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE). CONSULTANT is prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 10. <u>Procurement of Recovered Materials</u>: (applies only if the work involves the use of materials). In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <u>https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</u>.

The CONSULTANT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- 11. <u>Publications</u>. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP4035 awarded to Lewis and Clark County by the U.S. Department of the Treasury."
- Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONSULTANT is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.
- <u>Reducing Text Messaging While Driving</u>. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONSULTANT is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- 14. <u>Title VI of the Civil Rights Act of 1964 Protections to persons with Limited English</u> <u>Proficiency</u>. The CONSULTANT and any of the CONSULTANT'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). 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.

- 15. **Drug-Free Workplace.** The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation (2 CFR §182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). By signing the application, the AOR agrees that the recipient will provide a drug-free workplace and will comply with the requirement to notify SAMHSA if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR § 182; HHS implementing regulations are set forth in 2 CFR § 382.400.
- 16. <u>Mandatory Disclosures.</u> Consistent with 45 CFR § 75.113, applicants and recipients must disclose in a timely manner, in writing to the COUNTY, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the COUNTY all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity disclose, in a timely manner, in writing to the COUNTY all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.371 Remedies for noncompliance, including suspension or debarment (see 2 CFR §§ 180 & 376 and 31 U.S.C. 3321).
- 17. <u>Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2</u> <u>CFR § 175</u>. The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:

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.



Agreement Between Lewis and Clark Public Health and Wolf Creek School District No. 13. (Laurel Riek)

Presented By:

Summary:

The Commissioners will consider the agreement with Wolf Creek School District No. 13 for health services during the 2024-2025 school year. This agreement will provide school nurse services for the school at a cost of \$1,200.

Legal Review Required:

ATTACHMENTS:

	Description	Туре
D	Wolf Creek School Nurse Agreement 2024-25	Contract
۵	Contract Cover Sheet Wolf Creek School	Contract

WOLF CREEK SCHOOL DISTRICT NO. 13 Health Services Agreement

This agreement is made between Wolf Creek School District No. 13, herein "WOLF CREEK", and Lewis & Clark Public Health on behalf of the Lewis and Clark City-County Board of Health herein referred to as "COUNTY", whose address is 1930 9th Avenue, Helena, MT 59601; phone number is 406-457-8900; Federal Employer Identification Number 81-6001383.

THE PARTIES AGREE AS FOLLOWS:

- 1. <u>SCOPE OF SERVICES</u>: COUNTY offers the following services:
 - * Vision screening for all students and referrals as needed;
 - Provide classroom education on ears/hearing for grades K-5; provide audiometric screening for K-5 and as requested;
 - Review all students' immunization status;
 - Assist students or parents in finding appropriate community resources as needed;
 - Dental prevention program including education and screening in grades K-5;
 - Services will be provided with 15 staff hours, including travel, preparation, organization, referral, and record keeping.
 - * Includes planning, organization, referral, follow-up, and recording screening results.
- <u>LIAISON</u>: WOLF CREEK's designated liaison with COUNTY is Korrin Kenck Vanderloos, or her successor whose contact information is 406-293-1269 or <u>korrin.kv@wolfcreek.k12.mt.us</u>) COUNTY'S designated liaison with WOLF CREEK is Shelly Maag, RN, or her successor whose contact information is 406-457-8925, <u>smaag@lccountymt.gov</u>, 1930 9th Avenue, Helena, MT 59601.
- 3. <u>EFFECTIVE DATE AND TIME OF PERFORMANCE</u>: The parties agree that the services to be performed shall be provided for the 2024-2025 school year.
- 4. <u>COMPENSATION:</u> WOLF CREEK will remit COUNTY a sum of one thousand two hundred dollars (\$1,200.00) during the 2024-2025 school year, payable in two equal payments of six hundred dollars (\$600.00) each, due January 1, 2025, and June 1, 2025.
- 5. <u>COMPLIANCE WITH LAWS</u>: The parties agree to comply with all federal, state, and local laws, rules and regulations.
- 6. <u>NONDISCRIMINATION</u>: The parties 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.
- 7. <u>PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE</u>: The parties understand and agree that performance of this contract is in Lewis and Clark County of Montana and that in the event of litigation concerning it, venue 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.

8. TERMINATION: Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

COUNTY:

Date: _____

WOLF CREEK:

Date: <u>4 - 11 - 24</u>

Kay R. Sattler Kay Sattler, Board Chair

Wolf Creek School District No. 13

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

ATTEST:

ATTEST:

el Lee, School C Camille lerk

Amy Reeves, Clerk and Recorder

(Seal)



CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant. Include this completed form in Novus when submitting the contract for approval. This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

Explain in

comment box

NOT APPLICABLE

- Project Name/Novus Title:
- Standard Lewis and Clark County contract template used: YES NO
 - Legal has completed review of agreement: YES NO
- Procurement method:
 - o For methods other than Small Purchase Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
- Purchase is exempt/exception from standard procurement procedures, per county policy: YES NO
 - If YES, provide exemption/exception request form.
- NO Budget Authority: YES **NOT APPLICABLE**
- Is this a public works contract subject to prevailing wage requirements? "Public works contract" means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? YES NO
 - NO If YES, is project subject to \$50,000 performance and payment bond? YES
- Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? YES NO *\$80,000 or more, public funds being expended, and work done on publicly-owned property.
 - If YES, submit CGR form to Finance Department.
- Is this contract funded through a grant? YES NO IF YES, COMPLETE NEXT PAGE. Additional comments:

Signatures:

Drenda Niemann

Elected Official/Department Director

Date

<u>Casey Hayes</u> Purchasing Officer or Designee

3/12/24

Date



CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor. **Include a copy of the grant/contract funding the contract.**

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the

Contract? YES NO

- o If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES NO**
 - o If YES, have these requirements been incorporated into the contract? YES NO

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley,

amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting	Needed? YES	NO
	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

Reporting Period:



Agreement Between Lewis and Clark Public Health and Trinity School District No. 4. (Laurel Riek)

Presented By:

Summary:

The Commissioners will consider the agreement with Trinity School District No. 4. This agreement will provide school nurse services during the 2024-2025 school year for Canyon Creek school at a cost of \$2,898.

Legal Review Required:

ATTACHMENTS:

	Description	Туре
۵	Trinity School District Health Services Agreement	Contract
D	Contract Cover Sheet Trinity School District	Contract

TRINITY SCHOOL DISTRICT NO. 4 Health Services Agreement

This agreement is made between Trinity School District No. 4, herein "TRINITY", and Lewis & Clark Public Health on behalf of the Lewis and Clark City-County Board of Health herein referred to as "COUNTY", whose address is 1930 9th Avenue, Helena, MT 59601; phone number is 406-457-8900; Federal Employer Identification Number 81-6001383.

THE PARTIES AGREE AS FOLLOWS:

- 1. <u>SCOPE OF SERVICES</u>: COUNTY offers the following services:
 - * Vision screening for all students and referrals;
 - Education of students and/or parents. Assist teachers with health teaching, as requested, either directly in the classroom or indirectly, by providing resource material. Prepare students for health screening through education;
 - Provide classroom education on ears/hearing for grades K-5; provide audiometric screening for K-5 and as requested;
 - Review students' immunization status;
 - Help with control of communicable and nuisance diseases in school;
 - Assist students or parents in finding appropriate community resources as needed;
 - Assist school personnel in understanding a child's health problem and any accommodations needed, in school, to meet the child's health needs;
 - Dental prevention program including education and screening in grades K-5;
 - · Services will be provided six hours per month during six months of the school year
 - * Includes planning, organization, referral, follow-up, and recording screening results.
- LIAISON: TRINITY's designated liaison with COUNTY is Jen Kueber, or her successor whose contact information is (406) 368-2230, <u>mrs.kueber@gmail.com</u>. COUNTY'S designated liaison with TRINITY is Shelly Maag, RN, or her successor whose contact information is 406-457-8925, <u>smaag@lccountymt.gov</u>, 1930 9th Avenue, Helena, MT 59601.
- 3. <u>EFFECTIVE DATE AND TIME OF PERFORMANCE</u>: The parties agree that the services to be performed shall be provided for the 2024-2025 school year.
- <u>COMPENSATION:</u> TRINITY will remit COUNTY a sum of two thousand eight hundred ninetyeight dollars (\$2,898.00) during the 2024-2025 school year, payable in two equal payments of one thousand four hundred forty-nine dollars (\$1,449.00) each, due January 1, 2025 and June 1, 2025.
- <u>COMPLIANCE WITH LAWS</u>: The parties agree to comply with all federal, state, and local laws, rules and regulations.
- <u>NONDISCRIMINATION</u>: The parties 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.
- 7. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: The parties understand and

agree that performance of this contract is in Lewis and Clark County of Montana and that in the event of litigation concerning it, venue 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.

8. TERMINATION: Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

COUNTY:

TRINITY

Date:

3/21/24 Date:

Tammy Burke, Board Chair Trinity School District No. 4

ATTEST:

ATTEST:

Joane Bayer, School Clerk

Amy Reeves, Clerk and Recorder

Andy Hunthausen, Chair

Lewis and Clark County

Board of County Commissioners

(Seal)



CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant. Include this completed form in Novus when submitting the contract for approval. This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

Explain in

comment box

NOT APPLICABLE

- Project Name/Novus Title:
- Standard Lewis and Clark County contract template used: YES NO
 - Legal has completed review of agreement: YES
 NO
- Procurement method:
 - For methods other than Small Purchase Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
- Purchase is exempt/exception from standard procurement procedures, per county policy: YES
 NO
 - If YES, provide exemption/exception request form.
- Budget Authority: YES NO NOT APPLICABLE
- Is this a public works contract subject to prevailing wage requirements? "Public works contract" means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-I), MCA] in which the total cost of the contract is in excess of \$25,000? YES NO
 - If YES, is project subject to \$50,000 performance and payment bond? YES
 NO
- Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? YES NO
 *\$80,000 or more, public funds being expended, and work done on publicly-owned property.
 - If YES, submit CGR form to Finance Department.
- Is this contract funded through a grant? YES NO IF YES, COMPLETE NEXT PAGE.
 Additional comments:

Signatures:

Drenda Niemann

Elected Official/Department Director

Date

Casey Hayes

Purchasing Officer or Designee

3/12/24

Date



CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor. **Include a copy of the grant/contract funding the contract.**

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the

Contract? YES NO

- o If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES NO**
 - o If YES, have these requirements been incorporated into the contract? YES NO

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley,

amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting	Needed? YES	NO
	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

Reporting Period:



Grant Task Order 25-07-4-31-123-0 Between Lewis and Clark County and Montana Department of Public Health and Human Services. (Laurel Riek)

Presented By:

Summary:

The Commissioners will consider the grant task order with the Montana Department of Public Health and Human Services in the amount of \$396,917 to implement activities for the Immunization Program. The task order is effective July 1, 2024 through June 30, 2025.

Legal Review Required:

LEWIS AND CLARK COUNTY GRANTS APPROVAL FORM

Grant name:	Task Order for the Immunization Program.	
Grant/Contract number: Funding source:	25-07-4-31-123-0	
Federal Agency:	Centers for Disease Control and Prevention (CDC)	
State Agency: ARRA funding?	Department of Public Health and Human Services No	
Award amount:	\$396,917 (\$383,175 from fed; \$13,742 from state special revenue)	
Hard Match required:		
Soft Match required:		
Indirect Cost Rate amount:	10%	
Grant/Contract Period:	Start: 7/1/2024 End: 6/30/2025	

Catalog of Federal Domestic Assistance number:	93.268
Separate fund needed for accounting purposes?	No
Is this project in the current fiscal budget? <i>If no, fill out and attach supplemental budget amendment form.</i>	Yes
Are non federal assets (>\$15,000) going to be purchased?	No
Are federal assets (>\$5,000) going to be purchased?	No
Does Grant/Contract require interest to be earned?	No
Grant/Contract based on:	a reimbursement
Contact Person/Phone number:	Laurel Riek/406-457-8914
County Department:	Health Department
County Assigned Project number:	COVD25
Salaries to be paid by grant?	Yes
ATTACHMENTS: Description T	уре
DESCHOHOL	

MASTER CONTRACT HHS-PHSD-00000525 TASK ORDER NUMBER 25-07-4-31-123-0

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

Immunization Program

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 ("Contractor"), Federal ID Number 81-6001383, UEI LV3VYFCZSK88 and 1930 9th Ave, Helena, MT 59601.

THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:

SECTION 2. PURPOSE

The purpose of this Task Order is to reduce the burden of vaccine preventable disease within the Contractor's service area by ensuring the oversight and provision of immunization services for children, adolescents, and adults.

SECTION 3. TERM OF TASK ORDER

- A. The term of this Task Order for the purpose of delivery of services is from 07/01/2024 through 06/30/2025.
- 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. Obtain and maintain staff proficiency in imMTrax the statewide immunization information system (IIS).
 - a. Updating and maintaining immunization records in the IIS.
 - b. Ensuring all employees requiring imMTrax access complete the appropriate access requests and agreements.

- c. Ensuring all employees requiring imMTrax access complete training/updates applicable to their user role. DPHHS offers training throughout the year through a variety of media including in-person trainings and webinars.
- d. Ensuring a minimum of one employee is trained in and obtains imMTrax access that has the ability to merge client records. Designated employee(s) should have plans to review the merge queue on a frequent and ongoing basis.
- e. Providing accurate and timely documentation of staffing changes resulting in imMTrax user deletion or adjustments in user roles as outlined in the imMTrax IIS Memorandum of Agreement.
- 2. As appropriate, provide aid to schools, upon request, regarding school immunization requirements.
- 3. Collaborate with local public health communicable disease program to identify pregnant women who are hepatitis B positive and assist case management in ensuring hepatitis B prophylaxis for the infant after birth.
- 4. Provide and/or coordinate the delivery of immunization services, when requested, to children, adolescents, and adults per standing orders/facility medical protocol.

Suggested activities may include, but are not limited to:

- a. Offer routine vaccines at regularly scheduled times and maintain walk-in availability for those who are unable to make appointments.
- b. Offer vaccines at non-routine immunization clinics such as clinics at schools or sports physicals.

Report quarter 1, on the Clinic Information Form (attachment A) when your immunization clinic is available to provide vaccines. Include the day(s) of the week and times immunization clinics are offered and if your clinic allows for walk-ins. Provide a description of any off-site clinics your jurisdiction may hold throughout the year for the public (for example: school or influenza clinics).

5. Collaborate with your local Women, Infants, Children Program (WIC) throughout the contract period to ensure WIC clients are up to date with Advisory Committee on Immunization Practices (ACIP) recommended vaccinations.

Suggested activities may include, but are not limited to:

- a. Checking the immunization status of children prior to the WIC visit;
- b. Providing immunization services and/or recall/reminder notices for the parents.

Report quarterly, on the WIC Collaboration Form (Attachment B), describing how your county collaborates with the WIC program in your area during first quarter or if it changes throughout the year. Each quarter please provide us with the total number of WIC clients assessed, total number of records reviewed, how many were up to date, how many were not up to date, how many of those you immunized during that quarter, total of records not available, and any highlights that your county is doing currently.

6. Select at least one quality improvement (QI) project listed below to complete over the next contract year. These strategies are designed to increase on-time vaccination of children and

adolescents. The strategy selected should be something new or an enhancement of an existing strategy you are currently using.

Suggested activities may include, but are not limited to:

- a. Schedule the next visit before the patient leaves the office;
 - i. Consider scheduling the next visit prior to administering vaccines; scheduling the next visit even if client is unsure they can make the appointment and they can reschedule if necessary; train multiple people to schedule appointments; having the vaccinator schedule from the treatment room if the front desk is too busy with new clients.
- b. Leverage IIS functionality to improve immunization practice;
 - i. Use imMTrax tools including coverage rate, recall/reminder, and/or manage population reports.
- c. Give a strong vaccine recommendation (including HPV) and vaccine conversations;
 - i. Use resources designed to guide you and your staff with conversational techniques for discussing vaccines with parents: talking to parents about vaccines; HPV resources.
- d. Strengthen vaccination communications;
 - i. Develop a vaccination policy/statement for patients; look for posters, social medial posts, etc. for addressing the community; share specific vaccine information with parents of children and/or teens.
- e. Custom quality improvement activity.
 - i. Develop a county specific vaccine QI strategy/project to increase on-time or catch-up vaccination of children and adolescents.

Report quarterly, on the Quality Improvement Form (Attachment C), what quality improvement project has been selected from the list of strategies; summarize the status of what is happening in your office currently. Summarize opportunities for improvement i.e., what you would like to do to improve; describe action items i.e. who is assigned to review, train, implement each aspect of the strategy with dates and specific action items.

7. Maintain current and identify new programs and partners within local jurisdictions to develop partnerships for routine vaccine outreach, education, and planning to increase community capacity to provide opportunities for routine vaccination for at-risk communities.

Required activities to include:

- a. Offer education programs created and provided by the Montana Immunization Program or CDC;
- b. Develop and disseminate targeted materials for vaccine confidence and education to underserved populations;
- c. Collaborate with private clinics, other public health programs, community-based organizations, and other stakeholders to promote immunizations in your jurisdiction.

Examples may include, but are not limited to:

- i. Collaborate with cancer prevention partners to promote HPV vaccination.
- ii. Collaborate with other immunization clinics in your jurisdiction to provide immunization education materials for pregnant women and their infants.
- iii. Collaborate with correctional facilities to educate about routine vaccinations and ensure these populations have access to vaccination services.
- iv. Collaborate with long term care and other high-risk congregate care settings to educate about routine vaccinations and ensure these populations have access to vaccination services.
- v. Provide professional development and training to ensure workforce is proficient in providers services to at risk communities.

Report quarterly, on the Promote Partnerships and Vaccination Services Form (Attachment D) what activities were implemented and include information on how many people attended trainings, meetings, and/or how many were vaccinated.

8. Collaborate with local Public Health Emergency Preparedness (PHEP) program personnel, as appropriate, to improve and maintain community preparedness for influenza and other vaccine preventable disease pandemic responses.

Required activities to include:

- a. Collaborating with PHEP partners to assist in the completion of immunization specific deliverables as described in the PHEP contract.
 - i. IZ1- Report the number of off-site vaccination clinics conducted and doses of vaccine administered. Due quarterly.
 - ii. IZ2- Provide a list of influenza vaccine partner meetings, planning meetings, or vaccine preventable messaging activities. If promotional materials were used, indicate types used. Due quarterly.
 - iii. CM1- Off-site Point of Dispensing (POD) Vaccination Clinic; includes conducting off-site vaccination clinic as a POD exercise following your emergency medical countermeasures plan, completing the checklist of best practices for vaccination clinic held at satellite, temporary, off-site locations, and implementing population ground screening questions. Due quarter 2.
- b. Maintain a list of all complementary immunization providers in your jurisdiction (pharmacies).

Report quarter four, on the Complementary Immunization Providers (Attachment E) any updates that need to be made.

- 9. Assess immunization records for required vaccinations for children enrolled in a licensed childcare facility and notify childcare providers of children enrolled without proper documentation of immunizations as outlined in A.R.M. 37.95.140.
 - a. Childcare facility reviews should be conducted on-site, at a minimum of 60% of all facilities (jurisdictions with 150 or more total facilities, should visit 50% of all childcares) including 100% of licensed childcare centers. If a facility is not 100% compliant, reviewer will implement follow-up procedure. Facilities not assessed in the year previous, should be assessed in this contract year. Completed reviews are to be submitted to DPHHS within 10 working days of completion via the online childcare reporting system.

Report quarterly, on the Childcare Progress Review (Attachment F), describing an update on your yearly childcare reviews and any notes describing successes or challenges.

- 10. Update all deliverables using the links provided by the immunization program within 15 days after the end of each quarter.
- B. The Department agrees to do the following: Provide allocation of funds based upon the required activities.
 - 1. Provide allocation of funds based upon required activities.
 - 2. Provide contractor training, technical assistance, and help desk support for imMTrax.
 - 3. Provide to the contractor, via website and/or secure means;
 - a. List of childcare facilities;
 - b. Childcare review worksheet;
 - c. List of VFC clinics;
 - d. Reports regarding the immunization status of children in your county and/or seen at your clinic.
 - 4. On a quarterly basis, reimburse the contractor for expenditures up to the limit of this task order for immunization activities described above. Once deliverables have been submitted and reviewed by DPHHS.
 - 5. Provide guidelines, templates, formats, and requirement criteria for each activity required.
 - 6. Provide training and technical assistance on immunization practices through a variety of training resources.
 - 7. Communicate regularly with the Contractor through monthly conference calls, telephone, email, and fax as necessary to enable the Contractor to complete Task Order requirements.
 - 8. To the extent resources and time allow, provide on-site technical assistance concerning immunization services.

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 total of \$396,917.00 as follows:

Quarterly payments, for 25% of the total contract award, will be made upon receipt of completed progress reports indicating completion of all activities listed in SECTION 4.

- B. All progress reports must be received by the Department no later than 15 days following the end date of each quarter. Payments will be issued upon review and approval of the progress reports.
- 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. SOURCE OF FUNDS AND FUNDING CONDITIONS

The sources of the funding for this Task Order are \$383,175.00 from 93.268 CDC-RFA-IP19-101 Immunization and Vaccines for Children-COVID19 vaccination planning and implementation and \$13,742.00 from state special revenue.

- A. The source of the funding for this task order is a federal grant from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services.
- B. The Contractor agrees to refrain from using funds received from the Department pursuant to this task order to purchase vaccine or equipment or for construction, fund raising, or lobbying.
- C. The Contractor agrees to refrain from using the funds received from the Department under this task order to supplant local resources or funds being spent for immunization services, including personnel support.
- D. The Contractor agrees to submit to the Department a quarterly progress report describing the activities required above no later than 15 days after the end of the quarter for which funding under this Task Order is available. Each report must cover the activities conducted during the specified three-month period.
- E. The Contractor will ensure that any program income accruing to the Contractor from activities funded, in whole or in part, under this agreement is used in accordance with the requirements of 45 CFR Section 74.24.

SECTION 7. CFR 200 REQUIREMENTS

As shown on attachment H.

SECTION 8. TERMINATION

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

SECTION 9. LIAISON AND SERVICE OF NOTICES

A. Bekki Wehner, or their successor, will be the liaison for the Department. Contact information is as follows:

Bekki Wehner DPHHS Immunization Program P O Box 202951 Helena, MT 59601 Phone Number (406) 444-0065 Fax Number (406) 444-2920 bwehner@mt.gov Shelly Maag, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Shelly Maag Lewis and Clark County Health Department 1930 9th Ave Helena, MT 59601 Phone Number (406) 447-8900 Fax Number (406) 457-8997 SMAAG@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 10. 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 11. 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 12. 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 Public Health & Community Affairs Executive Director David Gerard, Phone Number (406) 444-3654, Fax Number (406) 444-1970, David.Gerard@mt.gov with a copy to Director Charles T. Brereton, Phone Number (406) 444-5623, Fax Number (406) 444-1970, Charles.brereton@mt.gov.

SECTION 13. 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 part **AND/OR** in whole by grant number(s) 93.268 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 14. SCOPE OF TASK ORDER

This Task Order consists of 10 numbered pages and the following Attachments:

Attachment A: Clinic Information Attachment B: WIC Collaboration Attachment C: IZ Quality Improvement Attachment D: IZ Promote Partnerships Attachment E: IZ Complementary Immunization Providers Attachment F: IZ Childcare Progress Reviews Attachment G: FFATA Summary Attachment H: Compliance with Warranties

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 15. 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, PHSD Administrator	ate:
BY:	David Gerard, Public Health & Community Affairs Executive Director	ate:
BY:	D Charles T. Brereton, Director	ate:
	TANA DEPARTMENT OF PUBLIC HEALTH AND HUMA SAFETY DIVISION	AN SERVICES, PUBLIC HEALTH
	oved as to Form:	
BY:	Kim Venetz, Budget Analyst	ate:
CONT	TRACTOR, LEWIS & CLARK CITY-COUNTY HEALTH DEP	ARTMENT
By:	Date	e:
·	Andy Hunthausen, Chair Lewis and Clark County Board of County Commission	
ATTE	ST	
	nis day of, 2024 I hereby attest the a s & Clark County Commissioners.	bove-written signature of the Board of

Amy Reeves, Clerk & Recorder

ATTACHMENT A

Clinic Information Form



Clinic Information Form Attachment A

IAP Contract Language Section: Provide and/or coordinate the delivery of immunization services, when requested, to children, adolescents, and adults per standing orders/facility medical protocol. Suggested activities may include but are not limited to: Offer routine vaccines at regularly scheduled times and maintain walk-in availability for those who are unable to make appointments. Offer vaccines at non-routine immunization clinics such as clinics at schools or sports physicals.

Report quarter 1, on the Clinic Information Form (attachment A) when your immunization clinic is available to provide vaccines. Include the day(s) of the week and times immunization clinics are offered and if your clinic allows for walk-ins. Provide a description of any off-site clinics your jurisdiction may hold throughout the year for the public (for example: school or influenza clinics).

County Name:	
--------------	--

Days of the week	Vaccination Clinic Hours	Type of services offered
		Walk-in only
		Appointment only
		Both walk-in and appointments

Exampl	e:				
School	based	clinic	condu	cted in	October.
Influe	nsa dr	ive up	clinic	in Nov	ember.
School	clini	cs twic	e a ye	ar.	

Updated 03/2024

ATTACHMENT B

WIC Collaboration



WIC Collaboration Attachment B

IAP Contract Language Section: Collaborate with your local Women, Infants, Children Program (WIC) throughout the contract period to ensure WIC clients are up to date with Advisory Committee on Immunization Practices (ACIP) recommended vaccinations. Suggested activities may include, but are not limited to: Checking the immunization status of children prior to the WIC visit; Providing immunization services and/or recall/reminder notices for the parents.

Report quarterly, on the WIC Collaboration Form (Attachment B), describing how your county collaborates with the WIC program in your area during first quarter or if it changes throughout the year. Each quarter please provide us with the total number of WIC clients assessed, total number of records reviewed, how many were up to date, how many were not up to date, how many of those you immunized with that quarter, total of records not available, and any highlights that your county is doing currently.

County Name:

My County Does Not Provide WIC Services and this is provided by ____

Quarter 1,2,3,4						
# of WIC patients assessed	# of Records Reviewed 2	# Up-to- Date	# NOT up-to-date	# Immunized in the Qtr.	# of Records not available 3	
We are doing g	reat this quarte	r.				

ATTACHMENT C

Quality Improvement Form



Quality Improvement Form Attachment C

IAP Contract Language Section: Select at least one quality improvement (QI) project listed below to complete over the next contract year. These strategies are designed to increase on-time vaccination of children and adolescents. The strategy selected should be something new or an enhancement of an existing strategy you are currently using. Suggested activities may include, but are not limited to: Schedule the next visit before the patient leaves the office; Consider scheduling the next visit prior to administering vaccines; scheduling the next visit even if client is unsure they can make the appointment and they can reschedule if necessary; train multiple people to schedule appointments; having the vaccinator schedule from the treatment room if the front desk is too busy with new clients. Leverage IIS functionality to improve immunization practice; Use imMTrax tools including coverage rate, recall/reminder, and/or manage population reports. Give a strong vaccine recommendation (including HPV) and vaccine conversations; Use resources designed to guide you and your staff with conversational techniques for discussing vaccines with parents: talking to parents about vaccines; HPV resources. Strengthen vaccination communications: Develop a vaccination policy/statement for patients; look for posters, social medial posts, etc. for addressing the community; share specific vaccine information with parents of children and/or teens. Custom quality improvement activity. Develop a county specific vaccine QI strategy/project to increase on-time or catch-up vaccination of children and adolescents.

Report quarterly, on the Quality Improvement Form (Attachment C), what quality improvement project has been selected from the list of strategies; summarize the status of what is happening in your office i.e., what you are doing now. Summarize opportunities for improvement i.e., what you would like to do to improve; describe action items i.e. who is assigned to review, train, implement each aspect of the strategy with dates and specific action items.

County Name:

QI Strategy selected	
Summarize this strategy's current	
implementation status	
Summarize existing gaps/limitations and	
opportunities for improvement in the current	
implementation of this strategy	
Describe action items for this	
strategy/develop a plan	
(i.e., implementation/improvement steps)	
Short bullets recommended.	
 Brief description of task [assigned 	
staff: target date]	

Updated 03/2024

ATTACHMENT D

Promote Partnerships and Vaccination Services



Promote Partnerships and Vaccination Services Attachment D

IAP Contract Language Section Maintain current and identify new programs and partners within local jurisdictions to develop partnerships for routine vaccine outreach, education, and planning to increase community capacity to provide opportunities for routine vaccination for at-risk communities. Required activities to include: Offer education programs created and provided by the Montana Immunization Program or CDC; Develop and disseminate targeted materials for vaccine confidence and education to underserved populations; Collaborate with private clinics, other public health programs, community-based organizations, and other stakeholders to promote immunizations in your jurisdiction; Examples may include, but are not limited to: Collaborate with cancer prevention partners to promote HPV vaccination. Collaborate with other immunization clinics in your jurisdiction to provide immunization education materials for pregnant women and their infants. Collaborate with correctional facilities to educate about routine vaccinations and ensure these populations have access to vaccination services. Collaborate with long term care and other high-risk congregate care settings to educate about routine vaccinations and ensure these populations have access to vaccination services. Provide professional development and training to ensure workforce is proficient in providers services to at risk communities.

Report quarterly, on the Promote Partnerships and Vaccination Services Form (Attachment D) what activities were implemented and include information on how many people attended trainings, meetings, and/or how many were vaccinated.

County Name:		
Quarter 1		
Quarter 2		
Quarter 3		
Quarter 4		

Updated 03/2024

ATTACHMENT E

Complementary Immunization Providers



Complementary ImmunizationProviders Attachment E

Check here if there are no pharmacies in your county						
Name of Pharmacy	Point of Contact	Phone #	Address	Type of Pharmacy	Does the pharmacy offer flu vaccination?	Additional Comments
EXAMPLE	JOHN DOE	444-444-444	1234 Main Street	Chain, Supermarket, Mass Merchant, or Independent	Yes, No, Unknown	
L						

ATTACHMENT F

Childcare Progress Reviews



Childcare Progress Reviews Attachment F

IAP Contract Language Section: Assess immunization records for required vaccinations for children enrolled in a licensed childcare facility and notify childcare providers of children enrolled without proper documentation of immunizations as outlined in A.R.M. 37.95.140. Childcare facility reviews should be conducted on-site, at a minimum of 60% of all facilities (jurisdictions with 150 or more total facilities, should visit 50% of all childcares) including 100% of licensed childcare centers. If a facility is not 100% compliant, reviewer will implement follow-up procedure. Facilities not assessed in the year previous, should be assessed in this contract year. Completed reviews are to be submitted to DPHHS within 10 working days of completion via the online childcare reporting system.

Report quarterly, on the Childcare Progress Review (Attachment F), describing an update on your yearly childcare reviews and any notes describing successes or challenges.

County Name:	
Email:	

Please provide an update on your 2023-2024 childcare reviews and note any successes or challenges.

ATTACHMENT G

FFATA Summary

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	25-07-4-31-123-0	Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	Grant Award Name	CDC-RFA-IP19- 1901 Immunization and Vaccines for Children – COVID19 vaccination planning and implementation	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.sam.gov).
FFATA-1-04-A	Address Line 1	1930 9th 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	93.268	If not known, DPHHS will complete.
FFATA-1-06	Total Contract	\$383,175.00	Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	Contract Period	07/01/2024- 06/30/2025	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	Helena	Provide City of primary performance.
FFATA-1-08-B	Primary Performance County	Lewis and Clark	Provide County of primary performance.
FFATA-1-08-C	Primary Performance State	MT	Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4	59601	Provide Zip of primary performance.
FFATA-1-08-E	Congressional District	<u>02</u>	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 Immunizations and Vaccines for Children – COVID19 vaccination planning and implementation.	

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:	Immunization Program			
DPHHS CONTRACT #:	25-07-4-31-123-0			
UEI #:	LV3VYFCZSK88			
SUBMITTED BY:				
INSERT DATE:				
Is Subrecipient (Contractor) Exempt?				

	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: <u>hhsffata@mt.gov</u>

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 H

Compliance with laws/warranties

The following information may be required pursuant to 2 CFR 200.

1) Sub recipient name	Lewis and Clark County Health	Lewis and Clark County Health
,	Department	Department
2) Sub recipient UEI Number	LV3VYFCZSK88	LV3VYFCZSK88
3) FAIN number	NH231P922574	NH231P922574
4) Federal award date	To be determined.	03/31/2021
5) Federal award budget period start &		
end date	07/01/2024-06/30/2025	07/01/2024-06/30/2025
6) Total amount of funds obligated with	\$30,140.00	\$353,035.00
this action	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,
7) Amount of federal funds obligated to		
sub recipient	\$30,140.00	\$353,035.00
8) Total amount of the federal award	\$30,140.00	\$353,035.00
	CDC-RFA-IP19-1901 Immunization	CDC-RFA-IP19-1901 Immunization
	and Vaccines for Children	and Vaccines for Children -
	- COVID 19 vaccination	COVID 19 vaccination
9) Project description	planning and	planning and
	implementation	implementation
	implementation	implementation
	CDC/PHSD Immunization	CDC/DHSD Immunization Brogram
10) Awarding agency/pass-through entity	Program. Bekki Wehner,	CDC/PHSD Immunization Program. Bekki Wehner, <u>bwehner@mt.gov</u> ,
10) Awarding agency/pass-through entity		406-444-0065
	<u>bwehner@mt.gov</u> , 406-444-0065	406-444-0065
11) Assistance Listing Number (formerly	93.268/Immunization	93.268/Immunization
CFDA #)	Cooperative Agreements	Cooperative Agreements
12) Research & Development: Yes/No	No	No
(13) Indirect cost rate	N/A	N/A