

BROADWATER COUNTY COMMISSIONERS

515 Broadway, Townsend

Meetings are held at the Flynn Building (old Opportunity Bank) 416 Broadway.

Meetings may be viewed on the website at <https://www.broadwatercountymt.com/home/pages/board-videos>. Public comment is taken either in writing in advance of the meeting or in person at the meeting.

Public comment is not taken by the website.

Working meetings are held in various locations, please review the notice of the working meeting to determine the location. Working meetings are not recorded and as a result are not available on the website.

Agenda, documents, official meeting minutes and videos of past Commission meetings are available at <https://www.broadwatercountymt.com>.

OFFICIAL agendas are posted in the Courthouse (1st floor bulletin board), Broadwatercountymt.com, on the bulletin board on the 1st Floor of the courthouse, and in the window of the Flynn Building at least 48 hours in advance of the meeting.

July 25th Monday

- 10:00 AM Discussion and Decision MBAC Certified Regional Development Corp (CFDC) Issue of an Economic Development Strategy (CEDs) is completed every 5 years. The CEDs document is a strategy-driven plan for regional economic development and is the result of a regionally-owned planning process designed to build capacity and guide the economic prosperity and resiliency of an area or region. This year we will be updating our strategy and would like to explain what this strategy is, explain the process, and garner feedback from the Broadwater County community.*
- 10:10 AM Discussion and Decision BCDC and Family Promise of Greater Helena, Renee Bauer. Request for funding*
- 10:20 AM Discussion and Decision Margaret Ruckey, Public Health Nurse Task Order 23-07-7-11-106-0 and 23-07-1-01-105-0*
- 10:25 AM Discussion and Decision Broadwater County Fairground Sanitary Sewer Improvements ARPA Grant Management Plan*

Public comment period (on items not on the agenda) will be at the beginning of each meeting. Mail & Items for Discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change.

Items for Discussion / Action / Review / Signature – Consent Agenda

- ✓ Certificate of Survey review
- ✓ Management – on-going advisory board appointments
- ✓ Claims/Payroll/minutes
- ✓ County Audit / Budget
- ✓ Mail – ongoing grants
- ✓ Correspondence – support letters

Debi Randolph		406-266-9270 and 406-980-2050
Darrel Folkvord	Chairperson	406-266-9272 and 406-980-1213
Mike Delger		406-266-9271 and 406-521-0834
E-mail	commissioners@co.broadwater.mt.us	

TASK ORDER NUMBER 23-07-7-11-106-0

**TO THE MASTER CONTRACT
EFFECTIVE JULY 1, 2019 TO DECEMBER 31, 2026
BETWEEN THE STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
AND BROADWATER COUNTY**

Disease Intervention Specialists and Congregate Living Coordinators

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 Broadwater County ("Contractor"), Federal ID Number 81-6001337 and 124 N Cedar St, Townsend, MT 59644.

THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:

SECTION 2. PURPOSE

The purpose of this Task Order is to support congregate living coordinators (CLC), disease intervention specialists (DIS), sanitarians (SAN), and epidemiologists (EPI) at the local and tribal health departments (LHD) in Montana to respond to COVID-19 and other communicable diseases. This Task Order is for the third year of Epidemiology and Laboratory Capacity for Infectious Diseases federal funding replacing Public Health Emergency Preparedness Task Order 20-07-6-11-005-0 while continuing support to positions authorized and funded from 7/1/2019 through 6/30/2022.

SECTION 3. TERM OF TASK ORDER

- A. The term of this Task Order for the purpose of delivery of services is from 7/1/2022 through 12/31/2022.
- 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. Provide quarterly verification of salary for the positions hired using these contract funds and a summary of work completed.
 - 2. Submit quarterly invoice and deliverable documentation to Qualtrics survey provided by the Department, see Attachment A.
 - 3. Scope of work for CLC:
 - i. Hire an individual dedicated as the CLC (payroll stubs will be requested to meet this deliverable).

- ii. CLC will perform weekly key surveillance partner communication (i.e., phone call or email) with healthcare and congregate facilities in the county or jurisdiction. This communication must be documented in quarterly invoice reporting to the Department.
 - iii. Report congregate care and healthcare facility outbreaks (i.e., ALFs, LTCFs, Critical Access Hospitals, other healthcare settings) to the state and ensure outbreak cases are recorded in MIDIS using the outbreak naming convention specified by the Department.
4. Scope of work for DIS/SAN/EPI:
- i. Hire a disease intervention specialist (DIS), sanitarian (SAN), or epidemiologist (EPI) position (payroll stubs will be requested to meet this deliverable).
 - ii. DIS, SAN, or EPI will assist the local health jurisdiction to conduct case and contact investigations and analyze communicable disease data at the local level. This activity must be documented in quarterly invoice reporting to the Department.
 - iii. DIS, SAN, or EPI will report communicable disease outbreaks to the state and ensure outbreak cases are recorded in MIDIS with the outbreak naming convention specified by the Department.

B. The Department agrees to do the following:

- 1. Initially develop the task order and renew through the contract renewal process, as appropriate.
- 2. Provide a program liaison for each task order.
- 3. Facilitate regularly scheduled communications and interactions with contractor to assist and guide project implementation.
- 4. Facilitate any needed interactions between contractor and other entities participating in the task order work.
- 5. Pay invoices within 30 days after acceptance.

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 \$63,228 for 2 quarters as follows:

Quarter end date	Salary verification and summary of work due date	Invoice due date	Payment due date	Expected quarterly payment
9/30/2022	10/30/2022	10/30/2022	11/30/2022	\$31,614
12/31/2022	1/31/2023	1/31/2023	2/2/2023	\$31,614

Previous funding for this program was paid through a Task Order issued by the Public Health Emergency Preparedness, Task Order 20-07-6-11-005-0. This Task Order supersedes Epidemiology and Laboratory Capacity for Infectious Diseases federal funding conditions and terms found in PHEP Task Order 20-07-6-11-005-0.

B. All invoices, salary verification, and summary of work must be received by the Department no later than 30 days following the Task Order end date of 12/31/2022. Invoices received after 60 days will not be paid by the Department.

- C. The completion date of performance for purposes of issuance of final payment for services is the date upon which the Contractor submits to the Department such final reports as are required under this Task Order and are satisfactory in form and content as determined by the Department.

SECTION 6. ADVANCED PAYMENTS

No advanced payments will be made.

SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS

The sources of the funding for this Task Order are \$63,228 from ELC Enhanced Detection, Response, Surveillance, and Prevention of COVID-19 (May 18, 2020 through July 31, 2024) and/or ELC Enhancing Detection Expansion (January 13, 2021 through July 31, 2024), C.F.D.A. 93.323, Award No NU50CK000500, Supported through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021.

SECTION 8. CFR 200 REQUIREMENTS

The following information may be required pursuant to 2 CFR 200: as outlined in Attachment B.

SECTION 9. TERMINATION

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

SECTION 10. LIAISON AND SERVICE OF NOTICES

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

Magdalena Scott
DPHHS PHSD Communicable Disease Epidemiology Section
PO Box 202951
Helena, MT 59620
Phone Number (406) 444-0273
Email: Magdalena.scott@mt.gov

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

Margaret Ruckey
Broadwater County
124 N Cedar St
Townsend, MT 59644
Phone Number (406) 266-5209
mruckey@co.broadwater.mt.us

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

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

SECTION 11. FEDERAL REQUIREMENTS

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

SECTION 12. DEPARTMENT GUIDANCE

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

SECTION 13. INFORMAL DISPUTE RESOLUTION PROCEDURES

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

SECTION 14. PUBLIC INFORMATION AND DISCLAIMERS

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

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

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

- C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the statement:

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

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

"For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, "Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010", Pub. L. No. 111-117, and in H.R. 1473, "Department" Of Defense And Full-Year Continuing Appropriations Act, 2011", Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments."

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

"This project is funded in whole by grant numbers ELC Enhancement and/or ELC ED Expansion Award No NU50CK000500 from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services and from the Montana Department of Public Health and Human Services. The contents herein do not necessarily reflect the official views and policies of the U.S. Department of Health and Human Services or the Montana Department of Public Health and Human Services."

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

SECTION 15. SCOPE OF TASK ORDER

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

Attachment A: Qualtrics salary verification and work documentation template and link

Attachment B: CFR 200 Requirements

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

SECTION 16. AUTHORITY TO EXECUTE

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

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

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Todd Harwell, Administrator
Public Health and Safety Division

CONTRACTOR, BROADWATER COUNTY

BY: _____ Date: _____
Broadwater County Commissioner

ATTACHMENT A To Task Order No. 23-07-7-11-106-0

Qualtrics salary verification and work documentation template and link:

Qualtrics survey link: https://mdphhs.az1.qualtrics.com/jfe/form/SV_bJgTOfEYd6g45rE

Default Question Block

Enter your name, email, phone number and jurisdiction.

Name	<input type="text"/>
Email	<input type="text"/>
Phone Number	<input type="text"/>
Jurisdiction	<input type="text"/>

Reporting Quarter

- Q1 (July 2022-September 2022)
- Q2 (October 2022-December 2022)

Select the position(s) that you are submitting an invoice for. Select all that apply.

- Disease Intervention Specialist (DIS)
- Congregate Living Coordinator (CLC)
- Epidemiologist (EPI)
- Sanitarian

DIS Deliverables Completed: Funding is tied to the deliverables below. If you do not select all, you will be contacted by MT DPHHS.

- Hired a dedicated DIS
- DIS assisted local health jurisdiction to conduct case and contact investigations and analyzed communicable disease data
- DIS reported communicable disease outbreaks to the state to ensure outbreak cases were recorded in MIDIS with the outbreak naming convention specified by MT DPHHS
- Name of DIS

EPI Deliverables Completed: Funding is tied to the deliverables below. If you do not select all, you will be contacted by MT DPHHS.

- Hired a dedicated EPI
- EPI assisted local health jurisdiction to conduct case and contact investigations and analyzed communicable disease data

- EPI reported communicable disease outbreaks to the state to ensure outbreak cases were recorded in MIDIS with the outbreak naming convention specified by MT DPHHS
- Name of EPI

Sanitarian Deliverables Completed: Funding is tied to the deliverables below. If you do not select all, you will be contacted by MT DPHHS.

- Hired a dedicated Sanitarian
- Sanitarian assisted local health jurisdiction to conduct case and contact investigations and analyzed communicable disease data
- Sanitarian reported communicable disease outbreaks to the state to ensure outbreak cases were recorded in MIDIS with the outbreak naming convention specified by MT DPHHS
- Name of Sanitarian

CLC Deliverables Completed: Funding is tied to the deliverables below. If you do not select all, you will be contacted by MT DPHHS.

- Hired a dedicated CLC
- CLC performed weekly key surveillance partner communication during the reporting period
- CLC reported congregate and healthcare facility outbreaks in MIDIS using the outbreak naming convention specified by the Department
- Name of CLC

Please upload payroll stubs for each position.

Once you are ready to submit this invoice, click "submit"

- Submit

ATTACHMENT B To Task Order No. 23-07-7-11-106-0

CFR 200 Requirements

COMPLIANCE WITH LAWS/WARRANTIES: The following information may be required pursuant to 2 CFR 200.

1) Sub recipient name	Broadwater County	Broadwater County
2) Sub recipient UEI Number	ENMTASEFELN8	ENMTASEFELN8
3) FAIN number	NU50CK000500	NU50CK000500
4) Federal award date	1/13/2021	5/28/2020
5) Federal award budget period start & end date	7/1/2022 - 12/31/2022	7/1/2022 - 12/31/2022
6) Total amount of funds obligated with this action	\$17,322	\$45,906
7) Amount of federal funds obligated to sub recipient	\$17,322	\$45,906
8) Total amount of the federal award	\$17,322	\$45,906
9) Project description	2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infections Diseases (ELC) Application	2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infections Diseases (ELC) Application
10) Awarding agency/pass-through entity	DPHHS/PHSD Magdalena Scott magdalena.scott@mt.gov 406-444-3049	DPHHS/PHSD Magdalena Scott magdalena.scott@mt.gov 406-444-3049
11) Assistance Listing Number (formerly CFDA #)	93.323 / Epidemiology & Laboratory Capacity for Infectious Diseases (ELC)	93.323 / Epidemiology & Laboratory Capacity for Infectious Diseases (ELC)
12) Research & Development: Yes/No	No	No
(13) Indirect cost rate	Not Applicable	Not Applicable

MCA Contents / TITLE 18 / CHAPTER 7 / Part 2 / 18-7-201 Requirements...

Montana Code Annotated 2021

TITLE 18. PUBLIC CONTRACTS

CHAPTER 7. PRINTING AND LEGAL NOTICES


Part 2. Publication of Legal Notices

Requirements For Choice Of Newspaper -- Price

18-7-201. Requirements for choice of newspaper -- price. (1) In all cases and instances where any publication is required by law or is duly authorized to be made, executed, or accomplished by, for, or on behalf of the state of Montana or any of the institutions of said state or any of the departments, boards, bureaus, or commissions thereof or any of the officers, agents, or employees of the state when acting within the scope of their lawful authority and for the benefit of the state of Montana, the same shall be published in a newspaper printed and published in the state of Montana and of general bona fide and paid circulation with second-class mailing privilege and having been printed and published continuously in the state of Montana for at least 12 months immediately preceding such publication.

(2) The price for such publication and by whomsoever accomplished shall not exceed the minimum going rate charged any other advertiser for the same publication set in the same sized type and published for the same number of insertions.

History: En. Sec. 1, Ch. 157, L. 1921; re-en. Sec. 276, R.C.M. 1921; re-en. Sec. 276, R.C.M. 1935; amd. Sec. 1, Ch. 137, L. 1951; amd. Sec. 1, Ch. 307, L. 1969; amd. Sec. 1, Ch. 385, L. 1973; R.C.M. 1947, 82-1149.

Created by  LAWS

TASK ORDER NUMBER 23-07-1-01-105-0

**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 BROADWATER COUNTY**

Broadwater County Public Health Crisis Workforce Supplemental Funding

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) 444-4141 and Broadwater County ("Contractor"), Federal ID Number 81-6001337 and 124 N. Cedar, Townsend, MT 59644, Phone Number (406) 266-3940, Fax Number (406) 266-5209.

THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:

SECTION 2. PURPOSE

The purpose of this Task Order is to enhance local public health capacity to respond and recover from COVID-19 by funding specific new staff positions or time. This Task Order is for the second year of Public Health Crisis Workforce Supplemental federal funding replacing Public Health Emergency Preparedness task order 20-07-6-11-005-0 Amendment 4 while continuing support to positions authorized and funded from 7/1/2021 through 6/30/2022. This funding is only intended to provide short term support for new staff or additional staff time at local health departments.

SECTION 3. TERM OF TASK ORDER

- A. The term of this Task Order for the purpose of delivery of services is from 07/01/2022 through 06/30/2023.
- 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 the following terms and conditions.

1. Contractor shall hire and/or retain COVID-19 Clinical or Professional staff, or add to existing part-time staff time, up to 40 additional hours per week (up to 1.0 Full Time Equivalent). Position duties must be related to COVID-19 response, recovery, or resiliency initiatives.
2. Expenses must be for a newly hired position, additional time for part-time staff, or continued funding for positions receiving COVID-19 related emergency supplemental funding that is expiring. Equipment and supplies include items necessary to support the funded positions including personal protective equipment, equipment needed to perform the duties of the position, computers, cell phones, internet costs, cybersecurity software, and other costs associated with the support of the expanded workforce (to the extent these are not included in the recipient indirect costs). Requests to spend greater than \$5000 per position on travel, training, supplies and equipment must be pre-approved by the liaison noted in Section 9: Liaisons and Services of Notices.
3. Any equipment, supplies or other items purchased with funds associated with this Task Order are the property of the Contractor and the Department makes no commitment to maintain or replace these items. If applicable, disposition of any durable equipment over \$10,000 must be requested from the Department prior to the end of this Supplemental Funding.
4. Contractor shall submit to the Department's liaison listed in Section 9: Liaisons and Services of Notices, reports and other information requirements as requested. Contractor shall submit a quarterly report containing the information below along with an itemized accounting of expenses to the Department liaison found in Section 9: Liaisons and Services of Notices on October 31, 2022; January 31, 2023; April 30, 2023; and July 31, 2023. Reports and payroll accounting documents will be submitted through an on-line reporting electronic information management system. Contractor shall include the following information for each individual funded over the reporting period:

- a) Position Title
- b) First and last name
- c) Hire date
- d) Resignation date
- e) Contractual or non-contractual (government employee)
- f) If Contractual- Vendor or contractor's business name
- g) Position summary purpose/justification (COVID-19 related)
- h) Average/designated FTE level – based on a 40 hour work week
- i) Hourly pay rate (if salary divide by 2080 hours)
- j) Total cost of pay and benefits (total compensation)
- k) Cost of equipment purchased for the individual
- l) Cost of supplies purchased for the individual
- m) Cost of travel for the individual
- n) Cost of training for the individual
- o) Indirect rate and costs if applicable

5. Funding is provided by the Centers for Disease Control and Prevention and cannot replace existing funding from any other resource, unless that funding is from the State or Federal Government and funding is ending or has ended. Positions funded, or previously funded, with county revenue cannot be funded with this Supplemental unless the position has been unfunded for at least one annual budget cycle by the county government. The intent of this funding is to increase staffing at health departments which involves recruiting and hiring or contracting new personnel for new positions, converting part-time positions to full-time, or continued funding for positions funded with other COVID-19 supplemental funding that is ending.

6. Contractor shall collaborate with the Department staff and all affiliated contractors to carry out activities required by the agreement.

7. Contractor shall adhere to existing and/or future directives and guidance from Federal and State Governments regarding control of the spread of COVID-19.

8. In consultation and coordination with the Department, the Contractor shall provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public measures (e.g., social distancing, home isolation).

9. Contractor shall assist the Federal Government and the Department in the implementation and enforcement of Federal or State orders related to quarantine and isolation. In addition, to the extent applicable, the recipient will support the State's compliance with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19.

10. Contractor shall reimburse the Department for any funds misused or otherwise diverted due to negligence, fraud, theft, embezzlement, forgery, bribery, or other unlawful loss caused by the Contractor, its employees or agents.

11. Contractor shall maintain complete, accurate, and current accounting of all funds received and expended, in accordance with OMB Circular A-87 (Cost Principles for State, Local, and Federally Recognized Indian Tribal Governments).

B. The Department agrees to reimburse the Contractor for authorized and documented expenses every three months to include pay, fringe benefits, indirect costs, travel, training, supplies, and equipment up to the limit of the Contractor's funding. Travel expenses, training, supplies, and equipment total reimbursement is limited to a total of \$5000 per position.

SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS

A. In consideration of the services provided through this Task Order, the Department will pay the Contractor on a reimbursement basis up to a total of \$60,000 for 12 months. The

first 8 months of funding for this program was paid through a Task order issued by the PHSD PHEP Program Task Order 20-07-6-11-005-0 Amendment 4. This Task Order supersedes PH Crisis Workforce Supplemental funding conditions and terms found in PHEP Task Order 20-07-6-11-005-0 Amendment 4 for the period of this task order.:

1st Payment – Expense report due by October 31, 2022, for expenses between July 1, 2022 - September 30, 2022.

2nd Payment – Expense report due by January 31, 2023, for expenses between October 1, 2022 - December 31, 2022.

3rd Payment – Expense report due by April 30, 2023, for expenses between January 1, 2023 – March 31, 2023.

Final Payment – Expense report due by July 31, 2023, for expenses between April 1, 2023 – June 30th, 2023.

- B. Each quarter, if approved and funded positions are vacant for periods of time or expenses are significantly less than anticipated, the Department will assess county expenses and will notify county of a reduction of authorized funding level, if appropriate. This affords the Department time to reallocate Crisis Supplemental Funding to other priorities prior to the end of the Federal grant.
- C. All expense reports and supporting documents must be received by the Department no later than 30 days following the Task Order end date of June 30, 2023. Requests received after 60 days will not be paid by the Department.
- D. 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 source of the funding for this Task Order is \$60,000 from Centers for Disease Control and Prevention (CDC) CFDA #93.354.

SECTION 7. CFR 200 REQUIREMENTS

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

1. Sub recipient name: Broadwater County
2. Sub recipient Unique Entity Identifier: ENMTASEFELN8
3. FAIN number: NU90TP922162
4. Federal award date: 5/19/2021
5. Federal award start and end date: 07/1/2022 – 06/30/2023

6. Total amount of funds obligated with this action: \$60,000
7. Amount of funds obligated to sub recipient: \$60,000
8. Total amount of the federal award: \$60,000
9. Project description: Cooperative Agreement for Emergency Response: Public Health Crisis Response – 2018.
10. Awarding agency/pass-through entity/contact info: Terence Ray Terenceray@mt.gov 406.444.9352
11. CFDA number/name: 93.354
12. Research and Development: No
13. Indirect cost rate: None approved.

SECTION 8. TERMINATION

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

SECTION 9. LIAISON AND SERVICE OF NOTICES

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

Terence Ray
DPHHS PH System Improvement Office
PO Box 202951
Helena, Montana 59620-2951
Phone Number (406) 406-444-9352
terenceray@mt.gov

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

Margaret Ruckey
Broadwater County
124 N Cedar
Townsend, MT 59644
Phone Number (406) 266-3940
Mruckey@co.broadwater.mt.us

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 Division Administrator, Todd Harwell, Phone Number (406) 444-4141, tharwell@mt.gov with a copy to Director Adam Meier, Phone Number (406) 444-5623, Fax Number (406) 444-1970, adam.meier@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;
 3. and with the review and approval by the Department prior to use, publication or release.

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

- B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Task Order with any specific political agenda, political party, a

candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.

- C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the statement:

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

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

“For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, “Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010”, Pub. L. No. 111-117, and in H.R. 1473, “Department Of Defense And Full-Year Continuing Appropriations Act, 2011”, Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments.”

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

“This project is funded in whole by grant number(s) NU90TP922162 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 eight numbered pages and no Attachments.

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: _____ Date: _____
Todd Harwell, PHSD Administrator
Montana DPHHS

CONTRACTOR, BROADWATER COUNTY

BY: _____ Date: _____
Broadwater County Commissioner

**Broadwater County
Fairgrounds Sanitary Sewer Improvements
ARPA Grant Management Plan**

1. Administrative Structure

Broadwater County is a County with a Board of County Commissioners. The persons identified in the attached ARPA Administrative Assignments Chart will have lead responsibility for administering the ARPA grant award for the [ARPA Project Name].

Darrel Folkvord as the County's Board Chair, will have responsibility for all official contacts with the Montana Department of Natural Resources and Conservation (DNRC). The Board Chair and Board of County Commissioners will have ultimate authority and responsibility for the management of project activities and expenditure of ARPA Water & Sewer Infrastructure funds. The approval of all contracts and request for reimbursements will be the responsibility of the Commission. See attached Administrative Assignments Chart for assignment and contact information.

Debbie Kelley, as County's chief financial officer, will be responsible for management of, and record keeping for, the ARPA Water & Sewer Infrastructure funds and other funds involved in the financing of the Broadwater County Fairgrounds Sanitary Sewer Improvements project. See attached Administrative Assignments Chart for assignment and contact information.

Debbie Kelley, will be designated as internal Grant Manager and be responsible for overall grant management and assuring compliance with applicable federal and state requirements for the ARPA project. The Grant Manager will ensure all grant management tasks are completed, and update the grant management system, Submittable, accordingly. See attached Administrative Assignments Chart for assignment and contact information.

LaNette Jones, with Great West Engineering, will be the designated external Grant Manager. The external Grant Manager will serve as the County's liaison with the Department for the project, work with the internal Grant Manager to ensure all grant management tasks are completed and in compliance with grant requirements. See attached Administrative Assignments Chart for assignment and contact information.

Cory Swanson, County Attorney as the County's legal counsel, will review and advise the Board Chair Commission regarding any proposed contractual agreements associated with the ARPA project and provide any other legal guidance as requested. See attached Administrative Assignments Chart for assignment and contact information.

Karl Yakawich, PE, will be responsible for construction-related activities including preparation of preliminary engineering, final design plans and specifications, and construction inspection. Contractor compliance, scheduling, and payment requests will also be subject to the Project Engineer's review and approval. See attached Administrative Assignments Chart for assignment and contact information.

2. Grant Management

- a. The External Grant Manager will be responsible for the following.

- i. Serving as the primary liaison between DNRC and all other project partners for the project (ensuring effective communication).
 - ii. Working with the internal Grant Manager to ensure all grant management tasks are completed.
 - iii. Ensuring compliance with any applicable environmental requirements.
 - iv. Assisting the subrecipient with all requirements related to effective project start-up and implementation and developing a contract with DNRC.
 - v. Preparing any legal notices required to be published, and processing and conducting any required public hearings or informational meetings.
 - vi. Establishing and maintaining complete and accurate project files and preparing all documentation and reports incidental to administration of the grant.
 - vii. In cooperation with the subrecipient internal Grant Manager, processing payment requests and preparing requests for reimbursement to DNRC, including the Request for Payment, Status of Funds Report, Invoice Tracking Spreadsheet and the Project Progress Report.
 - viii. Monitoring the contractor selection process, including the bid advertising, tabulation and award process, and construction contract provisions in conformance with applicable laws.
 - ix. Attending the preconstruction meeting.
 - x. Monitoring contractor compliance with applicable requirements.
 - xi. Assuring compliance with all state labor standards requirements. Responsibilities will include the review of weekly payroll reports to assure compliance with state prevailing wage requirements; periodic visits to the construction site to assure that required equal opportunity, labor standards, and prevailing wage determinations have been posted; and conducting on-site interviews with construction personnel to assure prevailing wage compliance.
 - xii. Assuring compliance with applicable equal opportunity requirements.
 - xiii. Preparing all required performance reports and project closeout documents for submittal to DNRC. Inputting information in Submittable.
 - xiv. Receiving official project complaints and ensuring that complaints are reasonably addressed in a timely manner.
- b. The Project Engineer (see assignment in attached chart) will be responsible for:
- i. Design and construction engineering.
 - ii. Preparation of the construction bid package in conformance with applicable requirements and supervision of the bid advertising, tabulation, and award process, including the preparation of the advertisements for bid solicitation, conducting the bid opening, and issuance of the notice to proceed.
 - iii. Conducting the preconstruction conference, with the assistance of the Grant Manager. Attending all construction progress meetings.
 - iv. Supervision of construction work and preparation of inspection reports.
 - v. Reviewing and approving all contractor requests for payment and submitting the approved requests to the subrecipient.
 - vi. Attending subrecipient leadership's meetings (e.g., Commission Meetings) to provide project status reports and representing the ARPA project at any other public meetings, as deemed necessary.

3. Financial Management

- a. The subrecipient Financial Manager/Internal Grant Manager's (see assignment in attached chart) responsibilities will be as follows:
 - i. Reviewing all proposed project expenditures or requests for payment to ensure their propriety and proper allocation of expenditures to the ARPA budget.
 - ii. Managing the transfer of ARPA funds from DNRC to the subrecipient's bank account and disbursing ARPA funds based on claims and supporting documents approved by the grant manager, project engineer, and contractor.
 - iii. Entering all project transactions into the subrecipient's existing accounting system and preparing checks/warrants for approved expenditures.
 - iv. With the assistance of the external Grant Manager, preparing the Request for Payment and accompanying draw reports and documentation to be submitted to DNRC.
 - v. With the assistance of the external Grant Manager, preparing the final financial reports for project closeout.

- b. The external Grant Manager and subrecipient Financial Manager will review all proposed expenditures of ARPA funds and prepare requests for reimbursement, which will be signed by the official(s) cited in the signatory form. All disbursements will be handled in accordance with the subrecipient's established claim review procedures. The Project and Funding Authority will review all claims before approving them.

- c. Financial record keeping will be done in conformance with state law. The original financial documents (claims with attached supporting material) will be retained in the subrecipient's offices.

- d. Appropriate documentation of administrative costs will be maintained by the external Grant Manager and the Financial Manager to document all time worked on the ARPA project that will be compensated with ARPA funds.

This management plan has been approved by the subrecipient organization. The individuals named within have been informed of the responsibilities stated within this plan.

Subrecipient Organization Designee
 (Grant Manager or Project & Funding Authority)

Name (Printed): Darrel Folkvord

Title: Board Chair

Signature: _____ Date: _____

ARPA Water & Sewer Infrastructure Grant Program
ADMINISTRATIVE ASSIGNMENTS CHART

Subrecipient Role	Description of Duties	Name	Title	Email	Phone Number
Subrecipient External Grant Manager	<ul style="list-style-type: none"> Serves as the liaison between DNRC and project partners for the ARPA project. Assists internal grant manager with the overall grant management and assuring compliance with applicable federal and state requirements for the ARPA project. 	LaNette Jones	External Grant Manager	ljones@greatwesteng.com	(406) 495-6179
Project and Funding Authority (elected official, board, etc.)	<ul style="list-style-type: none"> Responsible for all official contacts with DNRC. Has ultimate authority and responsibility for project management and the expenditure of ARPA funds. Responsible for the approval of all contracts and requests for reimbursement. 	Darrel Folkvord	Board Chair	dfolkvord@co.broadwater.mt.us	(406) 266-9272
Financial Manager / Internal Grant Manager (e.g., CFO)	<ul style="list-style-type: none"> Responsible for the management of, and record keeping for, the ARPA funds and other funds involved in the financing of the ARPA project. Submits all forms in Submittable throughout project period, ensures information is updated. 	Debbie Kelley	Finance Officer	dkelley@co.broadwater.mt.us	(406) 266-9201
Legal Counsel	<ul style="list-style-type: none"> Reviews and advises the subrecipient leadership regarding any proposed contractual agreements associated with the ARPA project and provides other legal guidance as requested. 	Cory Swanson	County Attorney	cswanson@co.broadwater.mt.us	(406) 266-9226
Project Engineer	<ul style="list-style-type: none"> Responsible for construction-related activities including preparation of preliminary engineering, final design 	Karl Yakawich	PE	kyakawich@greatwesteng.com	(406) 495-6182

ARPA Water & Sewer Infrastructure Grant Program
ADMINISTRATIVE ASSIGNMENTS CHART

	plans and specifications, as well as construction inspection. <ul style="list-style-type: none"> • Contractor compliance, scheduling, and payment requests will also be subject to the Project Engineer's review and approval. 				
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The subrecipient must identify a responsible person/body for the following roles and duties related to its ARPA grant award. The subrecipient may add, move, or combine duties but should not delete them. This chart should be updated throughout the project period, as needed.

07/21/22
08:20:28

BROADWATER COUNTY
Vendor Summary Query by Date
For checks paid between: 07/20/22 to 07/20/22

Page: 1 of 1
Report ID: AP200S

Vendor #/Name	Amount	Last Paid Date
18210 360 OFFICE SOLUTIONS	88.76	07/20/22
2348 BOBERT'S TIRES & GLASS LLC	130.00	07/20/22
19929 BROWN, NICHOLE	7.79	07/20/22
2030 BUSHNELL, JESSICA	19.15	07/20/22
16830 CITY OF TOWNSEND	255.04	07/20/22
2078 CONTROL SOLUTIONS, INC	118.00	07/20/22
19008 DOLAN, BROOKE R.	1,471.39	07/20/22
19692 GLAXOSMITHKLINE PHARMACEUTICALS	726.51	07/20/22
238 GRAVELEY, TODD	120.00	07/20/22
2628 HELENA GLASS	175.00	07/20/22
16835 HELENA INDEPENDENT RECORD	302.00	07/20/22
19415 HELENA WEED CONTROL, LLC	27,360.00	07/20/22
19761 HOLOM, MELINDA	85.00	07/20/22
16834 INDUSTRIAL TOWEL	106.40	07/20/22
357 J-5 RECYCLING	175.00	07/20/22
2629 J.J. CONNER	600.00	07/20/22
335 LEHRKINDS INC.	126.86	07/20/22
17902 MACO	151.50	07/20/22
17604 MACO PCT	4,286.40	07/20/22
2417 MOLDENHAUER, JESSIE	120.00	07/20/22
1487 MONTANA ENERGY ALLIANCE, LLC	1,816.52	07/20/22
18475 MT BROOM & BRUSH SUPPLY	613.75	07/20/22
330 MT INTERACTIVE LLC DBA NIC MONTANA	788.66	07/20/22
91 MT STATE VETERANS CEMETERY	200.00	07/20/22
18808 MT STOCKGROWERS ASSOC	4,490.50	07/20/22
16828 MT WOOLGROWERS ASSOC.	603.50	07/20/22
2252 NELSON, KEN	120.00	07/20/22
17736 NEWMAN TRAFFIC SIGNS INC	55.70	07/20/22
2264 PITSTOP LLC	325.00	07/20/22
19703 POWER PLAN	306.29	07/20/22
1270 RELX INC DBA LEXISNEXIS	249.00	07/20/22
19187 ROCKY MOUNTAIN SUPPLY	373.40	07/20/22
2149 ROWLAND ENVIRONMENTAL CONSULTING	11,198.39	07/20/22
2443 STATE INFORMATION TECHNOLOGY SERVICES	19.17	07/20/22
19822 STATE OF MONTANA	1,500.00	07/20/22
18419 STATE OF MONTANA SURPLUS PROPERTY	315.00	07/20/22
2630 SWEET GRASS COUNTY SHERIFF	100.00	07/20/22
2631 THE LEWIS AND CLARK JOURNAL	45.00	07/20/22
20 TOWN & RANCH TRUE VALUE	405.21	07/20/22
2409 TOWNSEND AUTO PARTS LLC	517.11	07/20/22
20104 TOWNSEND HARDWARE	213.56	07/20/22
2581 VALLEY VIEW LANDFILL	14,758.09	07/20/22
17086 WERTZ, WILLIAM	120.00	07/20/22
1273 WEX BANK	9,188.26	07/20/22
239 ZIPPERIAN, MARK	120.00	07/20/22
Grand Total:	84,866.91	