ORIGINAL

Chronic Disease Prevention and Health Promotion Program Subcontractor Agreement
Madison County Health Department

This cooperative Agreement is made between Butte-Silver Bow County Health Department, hereinafter referred to the "Hub" and Madison County Health Department, hereinafter referred to as "Subcontractor," to assist in providing Montana Tobacco Use Prevention Program (MTUPP) services and Health Coaches for Hypertension Control (HCHC) to the residents of Madison and Beaverhead Counties.

## SECTION 1: PURPOSE

The purpose of this Agreement is to commit Madison County Health Department to serve as Subcontractor to:

A. Implement the Montana Tobacco Use Prevention Program (MTUPP) to address the public health crisis caused by the use of all forms of commercial tobacco products in Montana (including cigarettes, spit tobacco, cigars, pipe tobacco, bidis, snuff, and any nicotine delivery devices that are not related to nicotine replacement therapy), thereby reducing the disease, disability, and death related to tobacco use. Through their affiliation with MTUPP, community-based programs join with peers throughout Montana in a comprehensive statewide effort utilizing best practice methodologies to prevent tobacco use among youth and promote quitting among adult users. Key features of effective community-based programs include:

- Building community-level capacity for tobacco prevention work;
- Preventing local youth from beginning a lifetime of addiction to tobacco products;
- Promoting quitting among adults and young people;
- Eliminating exposure to the hazardous effects of secondhand smoke and actively supporting the Montana Clean Indoor Air Act of 2005; and
- Eliminating disparities related to tobacco use and its effects among certain population groups such as women of childbearing age, American Indians, and low-income residents.

The Hub agrees that the community-based program funding will be used to prevent the abuse of commercial tobacco or tobacco-for-profit products only. The Hub understands, respects, and supports the traditional, ceremonial and sacred uses of tobacco by Montana's American Indian population. MTUPP's long-term goal is to eliminate disparities related to tobacco use and its effects among certain population groups such as women of childbearing age, American Indians, low-income residents, and individuals with mental health or substance use disorders.

B. Implement the Health Coaches for Hypertension Control (HCHC) program curriculum.

SECTION 2: SERVICES TO BE PROVIDED

A. The Subcontractor agrees to provide the following services:

Deliverable 1 Staffing

Support, develop and implement activities in Capacity Building and Education, Community Programs, Environments and Worksites.

(a) Use funds received under this Task Order to hire and/or retain:

1. A minimum professional level staff assigned to conduct interventions in Montana Tobacco Use Prevention Programs as follows: 1.0 FTE for Madison and Beaverhead Counties.

Deliverable 2 Work Plan Submission

(a) Submit to the Hub, a proposed FY 2022 one-year work plan, due June 5, 2021, to further implement MTUPP activities during the period July 1, 2021 through June 30, 2022. Use the work plan template to be provided by DPHHS and enter the FY22 work plan into the Catalyst online reporting system. The work plan will be final once it has been approved by DPHHS.

Deliverable 3 Training and Technical Assistance

(a) Assigned staff under Deliverable 1 will participate with the Hub in telephone consultations, program orientations, on-site visits, subcontractor meetings, and training and program evaluations according to the schedule provided by the Hub.

(b) Funds for travel to required meetings and trainings for MTUPP are included in this Agreement.

(c) Communicate questions, delays, challenges, and suggestions to the Hub liaison identified below.

(d) All new staff will complete the new employee orientation, offered by DPHHS, within three months of hire date.

(e) MTUPP holds in-person new TPS Trainings approximately twice per year. All newly hired TPS will be required to attend one of these trainings which are held in Helena.

Deliverable 4 Data Collection, Reporting and Communication

Communicate with and report to the Chronic Disease Prevention and Health Promotion Bureau programs according to the guidelines, policies and procedures outlined in the CDPHP Guidance Manual.

(a) Using the reports provided in Catalyst, submit quarterly progress reports to the Hub, documenting completed activities laid out in the Subcontractor's Hub-approved 2020-2021 work plan. Submit documentation of supplemental program resources received through in-kind contributions, monetary contributions, and earned media. The quarterly report schedule is:

(i) July 1 through September 30, 2020, due October 5, 2020;
(ii) October 1 through December 31, 2020, due January 4, 2021;
(iii) January 1 through March 31, 2021, due April 5, 2021; and
(iv) April 1 through June 30, 2021, due July 5, 2021.

Refer to Catalyst Quarterly Report Worksheet to be provided by the Hub for guidance reporting in Catalyst.

(b) Using the Cardiovascular Health Program data reporting system, submit required data and final report by June 30, 2021.

(c) All subcontractors will complete surveys that are sent out by the Hub or DPHHS.

Deliverable 5 Subcontractor Administrative Responsibilities

(a) Convene with Hub at least one (1) annual regional meeting with Hub to develop coordinated work plan for the upcoming fiscal year.

(b) Enter work plan in online reporting system(s).

(c) Ensure completed quarterly reports through reporting systems and submit quarterly invoice.

(d) Communicate with Hub liaison quarterly, regarding implementation of coordinated work plan.

FOCUS AREA: CAPACITY BUILDING AND EDUCATION

Deliverable 6 Partnership Building

Engage and achieve support for chronic disease prevention and health promotion goals with community members during the contract year, and sustain ties with existing partners that include broad-based community members, non-governmental organizations, as well as county/tribal health organizations.

Deliverable 7 Education of Decision Makers

(a) Work with and through the Lead Local Public/Tribal Health Official or Public Health Officer to make personal contact, by phone or in person with relevant local elected officials (such as mayor, county attorney, county commissioners, city commissioners, Board of Health, and/or tribal leaders) to promote and educate each about chronic disease prevention and health promotion programs, solicit their thoughts, and answer any questions they have. Personally deliver any reports and other program news made available for the purpose of educating about the CDPHP community programs.

(b) Make contact by phone or in-person, with the Lead Local Public Health Official to inform them of program activities, provide information to share with local decision makers and include them in outreach efforts. Personally deliver any reports and other program news made available for the purpose of educating about CDPHP community programs.

Deliverable 8 Education Through Schools

(a) reACT Projects/Youth Events

Subcontractor will engage schools or youth clubs to provide youth-led community activities and mass-reach media about tobacco prevention and local tobacco policy.

(b) Public/Private K-12 Comprehensive School Policy

Subcontractor will meet with local school districts to advance e-cigarette education and comprehensive tobacco-free school policy in collaboration with the Office of Public Instruction (OPI).

Deliverable 9 Education of the Public

(a) Mass Media

(i) Mass-Reach Health Communication Interventions
Subcontractor will provide no-cost tobacco use prevention media (news stories or PSA's on TV or radio, letters to the editor from coalition members, and/or outside-sponsored media).

(ii) Provide and Track Paid Media
Subcontractor will provide paid tobacco use prevention media at least each quarter (includes paid radio ads, TV ads, purchased news ads, billboards, etc.).

(b) Tobacco Education

(i) Quarterly, Subcontractor will provide education, community activities and mass-reach media on point-of-sale tobacco marketing, secondhand smoke and e-cigarette aerosol, the dangers of nicotine, harms of tobacco use, evidence-based tobacco control strategies to local schools, youth clubs, community groups, health organizations, coalitions and other leaders to grow community consensus about the burden of tobacco in Montana.

(c) American Indian Outreach

(i) Coordinate with the American Indian Tobacco Prevention Specialist, where applicable, to conduct a minimum of one (1) American Indian outreach or education event related to chronic disease prevention and health promotion to an American Indian audience in the multi-county area each task order year. Outreach/education must be done in partnership with an American Indian contact from the multi-county area.

FOCUS AREA: COMMUNITY PROGRAMS

Deliverable 10 Interventions for Vulnerable Populations

(a) Coordinate across MCCP, MTUPP, HLP, MAP, and HCHC, to educate and/or offer a CDPHP community-based program to vulnerable populations to reduce health disparities. Vulnerable population audience may include but is not limited to Medicaid or

Public Assistance recipients, Pregnant Women, the LGBTQ community, Veterans, Behavioral Health Clients and/or American Indians. Subcontractors may address additional specific populations if desired but must provide justification of the selected health equity population other than listed.

(b) Subcontractor will work with behavioral health systems, providers, hospitals, outpatient facilities, residential care facilities and recovery residences to create tobacco-free campuses, increase tobacco use and dependence screening, offer tobacco dependence treatment assistance, and increase referrals to the Montana Tobacco Quit Line.

Deliverable 11 Breast & Cervical Cancer Screening Services

Collaborate with and support Hub when applicable to provide and facilitate screening support activities.

Deliverable 12 Breast & Cervical Cancer Patient Navigation

Collaborate with and support Hub when applicable to facilitate patient navigation activities.

Deliverable 13 Healthy Living Community Based Interventions

Collaborate with and support Hub when applicable to implement HLP in the multicounty region.

Deliverable 14 Montana Asthma Home Visiting Program

MAP is available in Silver Bow and Deer Lodge counties. This deliverable is not applicable to Madison and Beaverhead counties.

Deliverable 15 Health Coaches for Hypertension Control

(a) Follow the program curriculum developed by Clemson University. Any additions, deletions, or changes in protocol must be reviewed and approved by the Cardiovascular Health Program prior to implementation.

(b) Market and recruit participants to the program from within the community.

(c) Provide private room to conduct group intervention sessions.

(d) Host two classes and meet enrollment goal of 8-12 participants with hypertension per class. Any variance in class enrollment numbers must be pre-approved by the Cardiovascular Health Program.

(e) Participate in regular conference calls and other correspondence with the Cardiovascular Health Program as agreed upon by the parties.

(f) Submit required data and final report information to the Cardiovascular Health Program by June 30, 2021.

Deliverable 16 Healthcare Provider Liaison

Coordinate across MCCP, MTUPP, HLP, MAP, and HCHC programs to educate and provide information to medical, dental and social service providers in the multi-county area on the available CDPHP community programs. Through in-person visits share new research and data about programs and health topics. Provide promotional material and information on how to refer and engage patients/clients to the available CDPHP community programs, and the following services:

(a) Quit Line Services

Provide material for community promotion of the Montana Tobacco Quit Line including encouraging providers to ask about tobacco use, conduct brief tobacco treatment interventions, and refer to the Quit Line via fax, web or electronic health records (where applicable).

Subcontractor will conduct targeted outreach to prenatal providers and organizations serving the prenatal population to increase awareness of the Pregnancy and Post-Partum Program available through the Montana Tobacco Quit Line.

Subcontractor will provide materials and education on all Montana Tobacco Quit Line specialized programs, including the American Indian Commercial Tobacco Quit Line, Pregnancy and Postpartum Program, and My Life, My Quit. Subcontractor will include mention of the Montana Tobacco Quit Line in publications and all presentations.

Deliverable 17 CONNECT Referral System

Collaborate with and support Hub when applicable to identify community partners and service providers to engage and actively use the CONNECT referral system.

FOCUS AREA: ENVIRONMENTS

Deliverable 18 Montana Clean Indoor Air Act (CIAA)

(a) Subcontractor will provide public notice/published education that includes information on secondhand smoke and processes available to report a violation of MT CIAA.

(b) Subcontractor will supply businesses with materials regarding CIAA or smoke-free signage.

(c) Subcontractor will continue to monitor CIAA compliance and Clean Air Reporting System (CARS) complaints, will follow local protocol for enforcement with documentation in CARS. If a local CIAA Enforcement Team and local protocol has not been established, a plan must be developed and submitted to the Department liaison. This CIAA Enforcement Team must be active in every county that receives tobacco prevention funds.

(d) Subcontractor will inform CDPHP when CIAA enforcement challenges arise.

Deliverable 19 Secondhand Smoke Policy – Smoke Free Multi-Unit Housing (SFMUH)

(a) Subcontractor will develop contacts with private and public multi-unit housing facilities without smoke-free policies and educate on the benefits of smoke-free housing policies and offer ongoing support and technical assistance.

(b) Subcontractor will maintain communication with private and public multi-unit housing facilities with existing smoke-free policies and other guidance to strengthen and enforce policies.

(c) Where applicable, Subcontractor will work with local Public Housing Authority to implement, enforce, or strengthen smoke-free policies annually.

Deliverable 20 Subcontractor will continue to explore opportunities for to implement other local tobacco policies. Subcontractor will select a minimum of

one of the following policies to work towards: (A) expanding the local Clean Indoor Air Act protocol; (B) policies aiming to restrict youth access to tobacco products. Subcontractor may continue work on policy efforts from previous contract years with approval from the Montana Tobacco Use Prevention Program. Working towards a policy includes educating the community on the need for the benefits of a policy and providing technical assistance during introduction, implementation, and enforcement of a policy.

FOCUS AREA: WORKSITES

Deliverable 21 Implementation of Evidence-Based Practices

Collaborate with and support Hub to partner with organizations in the multicounty area to adopt worksite wellness policies and interventions that support preventative care and a reduction in chronic disease incidence and prevalence.

B. Time is of the essence under this Agreement. Uninterrupted and continuous delivery of the contracted goods and services is required. The Subcontractor agrees:

1. To use funds from this Agreement solely to provide the services described in this Agreement.

2. To fully participate in site visits, meetings, webinars, or conference calls that DPHHS staff, or Hub, make to the Subcontractor's multi-county area. DPHHS, or Hub, will conduct at least one (1) site visit to evaluate the Subcontractor's work, determine progress, and/or provide technical training or assistance, and additional phone visits or in person visits as needed.

3. That funds received under this Agreement may not be used for:
   (a) any activity that involves, or may lead to involvement in, endorsement of the nomination and/or election of a political candidate, the passage of legislation or of a ballot issue, or political support or opposition in connection with a political committee or political activity;
   (b) activities outside the approved Annual Work Plan or not otherwise specified in the Agreement;
   (c) replacing or supplant existing activities;
   (d) out-of-state travel - except with prior written approval from DPHHS;
   (e) construction or remodeling;
   (f) equipment and computer hardware and/or printers - prior written approval is required from DPHHS before purchasing with these

funds.

(g) collaboration with tobacco industry sponsored or tobacco industry subsidiary sponsored activities/events/funding;

(h) paying for pharmacological aids for the treatment of nicotine dependence, such as nicotine gum, patches, or prescription drugs;

(i) individual behavioral change activities such as cessation classes;

(j) providing regular tobacco prevention curriculum instruction in K-12 and higher education classroom or school settings except with prior written approval from MTUPP;

(k) paying tobacco users to quit using;

(l) cash incentives for participation in community or youth coalitions or coalition activities.

C. This is a performance-based Agreement; therefore:

1. Funding/payments to the Subcontractor will be partly based upon the review and approval of the deliverables mentioned above.

   a. Funds will be released upon the review and approval of each deliverable due on or before the following dates: August 15, 2020; October 10, 2020; January 10, 2021; April 10, 2021 and July 31, 2021.

2. Payment for activities outside of the scope of services will not be made.

D. The Hub agrees to:

1. Provide training, technical assistance, and consultation necessary for the performance of services described in A and B above.

2. Consult with the Subcontractor, upon the Subcontractor's request, concerning the subject matter of this Agreement.

3. Provide the Subcontractor with program guidance in the areas of planning and developing tobacco use prevention activities, HCHC activities, program administration, establishing goals and objectives, policy development and media relations, and provide ready access to the Hub's liaison listed in Section 6.

4. Be readily accessible to the Subcontractor to discuss program issues through on-site meetings, phone, email, webinars and fax as necessary to enable the Contractor to complete task order requirements.

5. Review the Subcontractor's proposed work plan and amendments for compliance with DPHHS guidance and negotiate revisions as needed.

6. Provide alternatives to in-person meetings, such as phone or web meetings when possible.

7. Provide notice at least 30 days prior to any meeting or training workshop which the Subcontractor is required to attend and for which travel is necessary.

8. Provide formats and guidelines for all reports required a minimum of 30 days prior to the required due date.

9. Provide the Subcontractor with access to tobacco use prevention related materials and data available within DPHHS subject to the confidentiality limitations of the Hub.

10. Interpret State laws and rules relating to tobacco use prevention issues, as well as provide updates on changes to federal and state laws, rules, and regulations.

11. Whenever input, review, and changes to the Subcontractor's work plan or reporting are required for approval by DPHHS, as a condition of this Agreement, provide it within seven business (7) days to the Subcontractor.

## SECTION 3: EFFECTIVE DATE AND PERIOD OF PERFORMANCE

A. Performance of this Agreement will begin July 1, 2020 and must be continued through and completed by June 30, 2021.

B. This is a one-time Agreement and there are no assurances that this agreement may be extended for any period beyond that specified above, or beyond termination otherwise provided for in the master contract. However, contingent upon successful completion of Agreement services, approval of the Subcontractor's 2021-2022 work plan, and availability of funds, the Hub anticipates offering comparable continuation funding for further program implementation.

C. Based on funding received, the Hub reserves the right to modify services and/or funding amounts at time of Agreement renewal or as necessary during the task order year.

D. The completion date of performance for purposes of issuance of final payment for services under this Agreement is the date upon which:

1) the Subcontractor is required to perform nothing further and has no

additional corrective actions to complete; and

2) all final reports required under this Agreement are appropriately submitted and are satisfactory in form and content as determined by the Hub.

E. After completion or termination of the Agreement, the Subcontractor remains obligated to comply with all continuing legal and contractual obligations, duties and responsibilities including but not limited to obligations related to state and federal reporting, record retention, provision of access and information for audits, indemnification, insurance, protection of confidential information, recipient grievances and appeals, and property ownership and use.

SECTION 4: COMPENSATION

A. In consideration of the services provided through this Agreement, the Hub will pay the Subcontractor up to a maximum total of $59,864.00 as follows:

1. $54,864.00 for Montana Tobacco Use Prevention Program payable as:
   Madison County: $ 26,784.00
   Beaverhead County: $ 28,080.00
2. $5,000.00 for Health Coaches for Hypertension Control (HCHC).
3. The total task order amount includes funds for health educators and staff at the discretion of the Contractor to attend up to two (2) annual in-person Contractor meetings and any needed orientations and trainings for MTUPP.

A. Payments will be made according to the following schedule. The Hub will provide the invoice template.

1. $11,972.80 upon receipt and approval of regional work plan for 2020-2021 due July 10, 2020.

2. $11,972.80 upon receipt and approval of each quarterly progress report uploaded to Catalyst as applicable and approved by the Hub's liaison due October 5, 2020, January 5, 2021, and April 5, 2021.

3. $11,972.80 upon receipt and approval of 1) regional work plan for 2021-2022 and 2) final quarterly progress report have been uploaded to Catalyst as applicable and approved by the Hub liaison due July 5, 2021.

4. The Hub will email or fax the Subcontractor's quarterly invoice template to the Subcontractor's liaison for verification. The Subcontractor will return the signed invoice to the Hub liaison for review and approval before processing.

5. Costs associated with all travel required under this Agreement must be paid by the Subcontractor from funds received through this Agreement.

## SECTION 5: SOURCE OF FUNDS AND FUNDING CONDITIONS

A: Sources of Funding

The sources of funding for this Agreement period (July 1, 2020 through June 30, 2021) are from the Montana Tobacco Master Settlement Account from several cooperative agreements from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), C.F.D.A. 93.898 C.F.D.A. 93.800 and C.F.D.A. 93.070.

B. Adjustments to Consideration

The Hub may adjust the consideration provided to the Subcontractor under this Agreement on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Subcontractor's delivery of services.

C. Other Programs as Payers for Services – Non-duplication of Payment

The Subcontractor may not seek compensation from monies payable through this Agreement for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

D. In-state travel charges or rates should be in accordance with the Subcontractor's rates of reimbursement for its own employees; however, use of Montana State rates is encouraged. For rates please see http://doa.mt.gov/doatravel/default.mcpx. Costs associated with all travel required under this Agreement must be paid by the Subcontractor from funds received through this Agreement.

E. Any out-of-state travel should be in accordance with the Subcontractor's rates of reimbursement for its own employees and must receive prior written approval from DPHHS and Hub liaisons before occurring.

F. Administrative or indirect costs cannot exceed 10% of the total direct costs of the Agreement.

G. Withholding for Failure to Perform

DPHHS may withhold payment at any time during the term of the Agreement and may withhold final payments under the Agreement if the Subcontractor is failing to perform its duties and responsibilities in accordance with the terms of this Agreement. The DPHHS will give the Subcontractor written notice via the Hub of both the amount of withheld and of the basis for the withholding of payment.

H. Erroneous and Improper Payments

The Subcontractor may not retain any monies the Hub pays in error or which the Subcontractor, its employees, or its agents improperly receive. Any monies the Subcontractor receives in error are a debt the Subcontractor owes to the DPHHS or Hub. The Subcontractor must immediately notify the Hub if it determines a payment may be erroneous or improper and must return that payment within 30 days of the Hub requesting its return. If the Subcontractor fails to return to the Hub any erroneous or improper payment, the Hub may recover such payment by any methods available under law or through this Agreement, including deduction of the payment amount from any future payments to be made to the Subcontractor.

I. The Hub, in consultation with, DPHHS may terminate at any time the whole or any part of this Agreement or modify the terms of the Agreement if federal or state funding for the Agreement is reduced or terminated for any reason. Modification of the Agreement includes but is not limited to reduction of the rates or amounts of consideration or the alteration of the manner of the performance in order to reduce expenditures under the Agreement.

SECTION 6: LIAISONS AND SERVICE OF NOTICES

A. Lori Stenson, or her successor, will be the liaison for the Hub. Her contact information is as follows:

Lori Stenson, Community Health Division Program Manager
Butte-Silver Bow City-County Health Department
25 W. Front St.
Butte, MT 59701
(406) 497-5025 – phone
(406) 497-5099 – fax
lstenson@bsb.mt.gov

A. Melissa Brummel, RN or her successor will be the liaison for the Subcontractor. Her contact information is as follows:

Melissa Brummel, RN, Lead Local Official
Madison County Health Department
7 Placer Loop, Box 278
Virginia City MT 59755
(406) 843-4295 – phone
(406) 843-5231 – fax
mbrummell@madisoncountymt.gov

These persons serve as the primary contacts between the parties regarding the performance of the Agreement. The Hub's liaison and Subcontractor's liaison may be changed by written notice to the other party.

C. 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 Agreement.

SECTION 7: DISPUTE RESOLUTION PROCESS

The following process is to be used in the event of a disagreement between the Subcontractor and the Hub about the terms of this contract. Written notification by the Subcontractor providing specific details about the disagreement must first be provided to the Butte-Silver Bow County Health Department Director identified below:
Tina Randall, Community Health Division Director, (406) 497-5001, trandall@bsb.mt.gov.
The Department Director shall attempt to resolve the dispute. If resolution of the disagreement is not obtained, then the Subcontractor may request a review and determination to be made by the Health Officer. The Subcontractor shall provide in writing specific details about the remaining issues that are in dispute. The Subcontractor may also request an in-person meeting with the administrator to present its reasons or position on the disagreement. If the division administrator cannot resolve the dispute, the reasons for the Hub's position on the issues in dispute must be presented to the Subcontractor in writing.

SECTION 8: PUBLIC INFORMATION AND DISCLAIMERS

A. The Subcontractor may not access or use personal, confidential, or privileged information obtained through the Hub, MCCP, MTUPP, CDSMP, and MAP, its agents and contractors, unless the Subcontractor 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 DPHHS prior to use, publication or release.

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

B. The Subcontractor may not use monies under this Agreement to pay for media, publicity or advertising that in any way associates the services or performance of the Subcontractor, Hub, or DPHHS under this Agreement 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 Subcontractor must inform any people to whom it provides consultation or training services under this Agreement that any opinions expressed do not necessarily represent the position of DPHHS. When using non-federal funds from this Agreement, 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 Agreement prepared and released by the Subcontractor 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 Subcontractor must state the percentage and the monetary amount of the total program or project costs of this Agreement 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 Agreement.

> "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 Agreement, 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 Agreement prepared and released by the Subcontractor must include the following statement or its equivalent and must be approved by DPHHS liaison, prior to use, publication and release.

> "This project is funded (in part or in whole) by grant number(s) (*to be provided by the Department at time of review*) 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 Subcontractor uses, publishes, releases or distributes them to the public or to local and state programs, DPHHS must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Subcontractor or its agents produce with task order monies to describe and promote services provided through this Agreement.

SECTION 9: SCOPE OF TASK ORDER

This Task Order consists of numbered pages 1 through 18.

The original Agreement and any amendments will be retained by the Hub. A copy of the original has the same force and effect for all purposes as the Original. This is the entire agreement as to this particular Agreement between the parties.

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

BUTTE-SILVER BOW CITY-COUNTY:

By: _____ Date: _____
Karen Sullivan, Health Officer
Butte-Silver Bow Health Department

By: _____ Date: _____
Ivy Fredrickson, JD – Chairwoman
Butte-Silver Bow Board of Health

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first written below.

**CITY-COUNTY**

_____
DAVE PALMER
CHIEF EXECUTIVE

_____
Date

ATTEST:

_____

APPROVED AS TO FORM:

_____
EILEEN JOYCE
COUNTY ATTORNEY

MADISON COUNTY:

By: _____ Date: _____
Ronald Nye, Chairman
Madison County Commissioner