

BROADWATER COUNTY COMMISSIONERS

515 Broadway, Townsend

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

NO REGULAR COMMISSION MEETING ON OCTOBER 10, 2022 DUE TO THE HOLIDAY.

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.

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.

Tuesday, Oct 11th 2022

**10:00 AM Discussion CTAP (Community Technical Assistance Program)
Program Overview Dept of Commerce, MBAC, WGM Group**

Wednesday, October 12, 2022

- 10:00 AM Public Hearing, Montana Opticom Resolution to issue industrial development bonds**
- 10:10 AM Discussion and Decision, Montana Opticom Resolution to issue industrial development bonds**
- 10:15 AM Discussion and Decision, Tacy Swanton, Community Planning and Development Assistant, Appointment approval of Tayla Snapp to the Fair Board**
- 10:20 AM Discussion and Decision, Tacy Swanton, Community Planning and Development Assistant, COS Grover Exemption for the Gift or Sale to Immediate Family Member.**
- 10:25 AM Discussion and Decision, Margaret Ruckey, Public Health Director, Task Order # 23-25-5-01-004-0 Broadwater County Unified Government Master Contract, Maternal and Child Health Block Grant Program**
- 10:30 AM Discussion and Decision, Resolution Supporting Operation Green Light for Veterans**

- 10:40 AM** Discussion and Decision, Award Contracts for Fairgrounds projects 1.) 4H Building water 2.) 4H Building upgrades 3.) Pavilion
- 10:50 AM** Discussion and Decision, The Broadwater County Personnel Policy update Probation Section to the current Legislative changes.
- 10:50 AM** Discussion and Decision, Broadwater County Hiring Procedure Checklist dated May 2, 2016
- 3:00 PM** Closed Door Personnel Meeting

Thursday, October 13th

- 1:00 PM** Closed Door Personnel Meeting (in Commissioner's office)

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 | |

**Please note that these times and dates may change. For the most recently updated information, please visit our website at www.broadwatercountymt.com.*

Future Meetings

- | | |
|------------|---|
| October 13 | Fair Board Meeting |
| October 17 | BC Park and Rec Board Meeting |
| October 17 | Regular Commission Meeting |
| October 19 | Board of Heath Meeting |
| October 19 | Airport Meeting |
| October 20 | Planning Board/ PUBLIC HEARING-Headwaters 2 Minor Subd. |
| October 24 | Regular Commission Meeting |
| October 26 | Commission Working Meeting RID |
| November 1 | Planning Board-PUBLIC HEARING- Meadows 3 |

RESOLUTION _____

A RESOLUTION OF THE BROADWATER COUNTY COMMISSION STATING ITS INTENTION TO PROCEED WITH ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS PURSUANT TO TITLE 90, CHAPTER 5, PART 1, MCA, ON BEHALF OF MONTANA OPTICOM, A MONTANA LLC, FOR THE PURPOSE OF EXPANDING ITS FIBER OPTIC NETWORK AND CALLING A HEARING ON THE PUBLIC INTERESTS TO BE PROMOTED VIA THE PROJECT.

RECITALS

WHEREAS, Broadwater County, Montana (the “County”), is authorized by Title 90, Chapter 5, Part 1, Montana Code Annotated, as amended (the “Act”) to issue industrial development revenue bonds (the “Bonds”) for the financing of acquisitions and improvements to real and personal property suitable to use for commercial, manufacturing, agricultural, or industrial enterprises where the improvements are in the public interest of the County and to provide money from such financing to be used for the acquisition, construction, equipping, and installation of such improvements by a loan to a company or to be owned by a company being solely responsible for all obligations under the Bonds and all costs of issuing the Bonds;

WHEREAS, Montana Opticom, a Montana limited liability company, located at 144 Quail Run Rd, Bozeman, Montana (the “Company”), has applied for and anticipates being awarded grant funding for the development of fiber optic internet in and around Broadwater County.

WHEREAS, the Company is required to provide matching funds in order to receive the grants and develop fiber optic internet infrastructure in and around Broadwater County;

WHEREAS, the company has advised the County that it proposes that the County issue the Bonds and loan the proceeds of the Bonds to the Company in order to assist the Company with the financing of the costs of constructing an expansion of its fiber optic cable network, with such construction to be located, among other places, in Broadwater County, Montana (the “Project”);

WHEREAS, the Company has represented the following:

1. The Company has engaged Jackson, Murdo & Grant, P.C. to serve as nationally recognized Bond Counsel to draft all the Bond documents, the necessary resolutions authorizing issuance of the Bonds, and any other documents necessary for the issuance of the Bonds. The Company will be solely reliable for paying its bond counsel fees and any related costs of issuing the Bonds from the proceeds of the Bonds.

2. The Company will pay an issuance fee of 6.5 basis points to reimburse the County for any costs to the County incurred in the issuance of the Bonds—which assuming a bond principal of \$60,000,000 would result in a fee to the County of \$39,000.
3. The County will be acting solely as a conduit issuer of the Bonds and will not incur **any** pecuniary liability or any charge upon its general credit or against its taxing powers. Moreover, at closing of the Bonds, the Company and the County will enter into a Loan Agreement as part of the Bond Documents whereby the Company assumes all obligations, liabilities, covenants, and duties under the Bonds and whereby the company agrees to indemnify, defend, and hold the County and its individual members, employees, and officers thereof harmless against any claim of loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, equipping, and installation of the Project.

WHEREAS, the Company proposes that the expansion of its fiber optic cable network through the Project will be of benefit to the general welfare of the County and its citizens, and the County has preliminarily concurred and determined to call a public hearing to receive public comments thereon;

WHEREAS, it is proposed by the Company that the County will enter into a loan agreement at the closing of the Bonds whereby the Company assumes all obligations, liabilities, covenants, and duties under the Bonds and whereby the Company agrees to indemnify, defend and hold the County and its individual members, directors and officers thereof harmless against any claim of loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, equipping and installation of the Project;

WHEREAS, the County will enter into a trust indenture at the closing of the Bonds with U.S. Bank National Association, as trustee (the “Trustee”). The Trustee will agree to authenticate and deliver the Bonds, and to hold in trust all such property, rights, interests, revenues and funds pledged, assigned and mortgaged in the trust indenture subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as expressed in such trust indenture;

WHEREAS, the County will be acting as a conduit issuer of the Bonds will not incur any pecuniary liability or any charge upon its general credit or against its taxing powers; and

WHEREAS, the Company will pay all costs of issuing the Bonds and will in addition pay the County a reasonable one-time fee paid at closing in the amount of 6.5 basis points of the par value of the Bonds to compensate the County for all costs and time incurred in issuing the Bonds.

NOW THEREFORE, BE IT RESOLVED by the County Commission of the County of Broadwater, as follows:

Section 1. The County preliminarily determines that the expansion of fiber optic cable internet in the County promotes the health, safety, and general welfare of the citizens of the County

and that it is in the public interest that the County take such action as it lawfully may to encourage the promotion and further development of fiber optic cable in the County.

Section 2. The County further preliminarily finds and determines that the issuance and sale of the Bonds in one or more series of Bonds in the maximum aggregate amount of not to exceed \$60,000,000 of the County under the Act for the acquisition, construction, and equipping of the Project and the loan of the proceeds of the Bonds to the Company will serve the public purposes referred to above, in accordance with the Act. The County retains the right in its sole discretion to withdraw from participation and accordingly not issue the Bonds should the County at any time prior to the issuance thereof determine that it is in the best interests of the County not to issue the Bonds or should the parties to the transaction be unable to reach agreement as to the terms and conditions of any of the documents required for the transaction.

Section 3. The County hereby calls a public hearing on the Project during its regular meeting on September 21, 2022 to consider any public comments on the matter prior to issuing the Bonds and will publish notice of this hearing once a week for three weeks prior to the October 12, 2022 hearing in the Helena Independent Record in the form attached hereto as Exhibit A. Upon conclusion of the hearing and in the event the County determines the issuance of the Bonds in one or more series is in the public's interest, the County shall take or cause to be taken any other such actions pursuant to the Act (including actions referenced in Sections 4, 5, 6, and 7 below) as may be required to implement the aforesaid financing, or as it may deem appropriate in pursuance thereof, provided that all of the foregoing shall be mutually acceptable to the County and the Company. The County will adopt such resolutions and authorize the execution and delivery of such instruments and take such action as may be necessary and advisable for the authorization, issuance and sale of the Bonds, provided; however, the adoption of this Resolution does not constitute a guarantee or a firm commitment that the County will issue the Bonds as requested by the Company.

Section 4. The County may issue the Bonds in one or more series, in a principal amount currently estimated not to exceed \$60,000,000, for the purpose of paying, in whole or in part, the costs of the planning, design, acquisition, construction, equipping and installation of the Project and the costs of issuing the Bonds. The County will issue the Bonds as taxable bonds.

Section 5. The County may sell the Bonds to a purchaser or purchasers nominated by the Company and at prices to be approved by the Company, and if successful marketing arrangements can be made, it will adopt such proceedings as are necessary for the entering into the Agreement referred to in Section 6 below and for the issuance and securing of the Bonds. Under the provisions of the Act, any Bonds so issued shall be limited obligations of the County and shall not give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

Section 6. Simultaneously with the delivery of each series of Bonds, the County shall lend the proceeds from the sale of the Bonds to the Company pursuant to a loan agreement (the "Agreement") to enable it to plan, design, acquire, construct, equip and install the Project, and the terms and provisions of such Agreement shall be substantially in the form generally utilized in connection with such financial undertakings, as agreed upon by the County and the Company.

The Agreement will comply with the requirements of the Act and shall contain, in substance, the following provisions:

(a) The term of the Agreement will coincide with the term of the Bonds.

(b) The amounts payable under the Agreement will be paid directly the Trustee at such times and in such amounts as shall be timely and sufficient to pay the principal of, the redemption premium (if any) and the interest on the Bonds as the same become due and payable. The obligation of the Company to make all payments required under the Agreement shall be absolute and unconditional after the delivery of the Bonds.

(c) The proceeds of the sale of the Bonds will be deposited in a Project fund to be held by the Trustee and disbursed pursuant to requisitions in accordance with the requirements of the Agreement. During the construction period, money in the Project fund may be invested in obligations which represent legal investments for Bond proceeds of the County.

(d) The Agreement shall provide that in the performance of the agreements contained therein on the part of the County, any obligations it may incur for the payment of money shall not be a general debt on its part and shall not be payable in any manner by revenues raised by taxation, but shall be payable solely from the payments received under the Agreement or from Bond proceeds, and, under certain circumstances, insurance proceeds and condemnation awards.

(e) The Agreement shall contain agreements providing for the indemnification of the County and the individual members thereof for all expenses incurred by them and for any claim of loss suffered or damage to property or any injury or death of any person occurring in connection with the planning, design, acquisition, construction, equipping, installation and carrying out of the Project.

Section 7. The County shall enter into a trust indenture (the "Indenture") with the Trustee. The terms of the Indenture shall be agreed upon by the County, the Company, and the Trustee.

Section 8. If for any reason the County has not issued each series of Bonds pursuant to this Resolution within three years from the date of its adoption, the provisions of this Resolution and the agreement resulting from its acceptance by the Company shall, at the option of either the County or the Company to be evidenced in writing, be canceled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

(a) the Company will pay the County for all expenses which have been incurred by the County in connection with the planning, design, acquisition, construction, equipping and installation of the Project; and

(b) the Company will pay Bond Counsel reasonable fees for legal services related to the Project and the proposed issuance of the Bonds.

Section 9. The Company will apply for, and use its reasonable efforts to obtain, all permits, licenses, authorizations, and approvals required by all governmental authorities in connection with the acquisition, construction, equipping, installation and operation and use of the Project.

Section 10. The Company, in accepting the conditions contained in this Resolution, agrees to indemnify, defend and hold the County and the individual members, directors and officers thereof harmless against any claim of loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, equipping and installation of the Project. The Company also agrees to reimburse or otherwise pay on behalf of the County any and all reasonable expenses not hereinabove mentioned, incurred by the County in connection with the Project. This indemnity shall be superseded by a similar indemnity in the Agreement and, if the Bonds are not issued and delivered, the indemnity shall survive the termination of the agreement resulting from the Company's acceptance of the proposals contained in this Resolution.

Section 11. The Company, in accepting the conditions contained in this Resolution, agrees that proceeds of the Bonds will be used only in a manner authorized by the Act.

The acceptance of the terms of this Resolution by the Company shall be deemed to mean that the Company agrees to guarantee payment of the Bonds issued by the County at the request of the County in connection with such contracts or otherwise. The Company may advance any interim funds required in connection with the planning, design, acquisition, construction, equipping and installation of the Project and be reimbursed from the proceeds of the sale of the Bonds when the same are issued and delivered.

PASSED AND ADOPTED by the Broadwater County Commission, this ___ day of October, 2022.

BROADWATER COUNTY
COMMISSION
Broadwater County, Montana

By: _____
Darrel Folkvord, Chairman

ATTEST:

Angie Paulsen, Clerk and Recorder

EXHIBIT A

NOTICE OF PUBLIC HEARING

The Broadwater County Commission (the “County”) will hold an open public hearing on October 12, 2022, during its regular meeting at 10:00 a.m., at 515 Broadway, Townsend, Montana, for the purpose of considering the issuance of industrial development revenue bonds pursuant to Title 90, Chapter 5, Part 1, Montana Code Annotated, as amended. The proposed project will be located, among other places, in the boundaries of the County and will consist of the financing of the costs of constructing an expansion of a fiber optic cable network owned by Montana Opticom, a Montana limited liability company (the “Project”).

The money for the Project will be provided by the issuance of revenue bonds in the maximum principal amount of up to \$60,000,000 (the “Bonds”) along with anticipated state and/or federal grant funds in an estimated amount of \$17,000,000. The Bonds will be issued on behalf of Montana Opticom and Montana Opticom will assume all payment obligations, duties, and liabilities thereunder. Montana Opticom will pay all costs of issuing the Bonds and will in addition pay the County a reasonable fee for the issuance of the Bonds. The bonds will not constitute or give rise to (i) a pecuniary liability of the County or (ii) a charge against its full faith and credit or taxing powers. Testimony will be heard from all interested members of the public attending the hearing. Written comments on the Project and the bond issue may be addressed to the Broadwater County Commission, 515 Broadwater Street, Townsend, Montana 59644.

Publish: September 23, 2022

September 30, 2022

October 7, 2022

**Certificate of Survey Exemption Affidavit
Broadwater County**

Gift or Sale to Immediate Family Member
Section 76-3-207(1)(b), MCA.

When a landowner requests to be exempt from the Subdivision and Platting Act, state law requires Broadwater County determine whether the request is an attempt by the property owner to evade subdivision regulation. Broadwater County will use the information provided by the applicant in this affidavit as well as other evidence when making its determination.

Please complete both sides of this application. Every owner of the property (owners of record) must sign this affidavit. Use additional sheets of paper if necessary.

A. Name of Landowners:

Nancy Grover Phone: 406-439-4036

Phone: _____

Phone: _____

B. Number of Parcels Proposed: 2 / 1

C. Size of Each Parcel Proposed: ~~4.07~~, 15.95, _____, _____, _____

D. Name and Relationship to Landowner of Family Member(s) Receiving Gift Parcel(s)

Name LaMont Grover Relationship Spouse
Age: 73 Current Mailing Address: PO Box #324
Townsend, Montana 59644
Name _____ Relationship _____
Age: _____ Current Mailing Address: _____

Name _____ Relationship _____
Age: _____ Current Mailing Address: _____

Name _____ Relationship _____
Age: _____ Current Mailing Address: _____

A "member of the "immediate family" may include only the grantor's spouse, children by blood or adoption, and parents.

3. Will the newly created parcels become one of three or more parcels created from the original parcel after July 1, 1973?

Yes No **If YES, explain:** _____

4. Would the use of the family gift exemption violate any statute, case law, administrative rule, or Attorney General Opinion?

Yes No **If YES, explain:** _____

5. Does the parcel to be transferred fit a pattern of land divisions and land transfers?

Yes No **If YES, explain:** _____

6. Have any divisions of land ever been denied on this property?

Yes No **If YES, explain:** _____

7. Is the parcel being transferred to a family member who is a minor?

Yes No **If YES, please provide a draft Trust document.**

8. Are you transferring a parcel to your spouse?

Yes No **If YES, explain:** for Estate Purpose

9. Do you agree that you and/or your family member receiving this property will not sell any of the tracts created under the family transfer exemption for a period of two (2) years unless you or the recipient files for subdivision review?

Yes No

If your life circumstances change per a birth, death, divorce, illness, etc. you may request an exemption to the two (2) year time period from the County Commissioners.

E. History of the Parcel:

1. To your knowledge, have any exemptions been used to divide this property after July 1, 1973, including exemptions for mortgage tracts, gift or sale to an immediate family member, boundary line relocation, occasional sale? *See Sections 76-3-201 and 76-3-207, MCA.*

 Yes ~~X~~ No *If "yes", provide the chronological history of divisions and attach a copy of a Certificate of Survey or Deed evidencing the divisions:*

Date	Exemption	Tract Label	Tract Size	COS No. or Deed No.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

2. To your knowledge, in regard to this property, did you or any previous owner ever attend a pre-application conference or submit for subdivision review of any part of this property, since July 1, 1973? Was any subdivision denied?

 Yes ~~X~~ No *If YES, explain:* _____

F. Proposed Exemption Information

To your knowledge:

1. Will each new parcel be used as a homesite for a family member?

~~X~~ Yes No *If NO, explain:* _____

2. Could the transfer be accomplished by a "relocation of common boundary lines"?

 Yes ~~X~~ No *If YES, explain:* _____

Under penalties of perjury, I (we) declare that I (we) have examined this affidavit and the accompanying sketch or draft Certificate of Survey of the proposed division of land, and to the best of my (our) knowledge and belief, they are true, correct, complete and are in compliance with all State laws and local regulations.

Date 6-27-22, 2022.

Signature of Each Applicant:

Nancy E. Grover

Signature of Each Recipient:

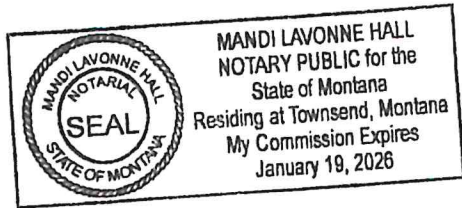
L. Mont D. Grover

STATE OF MT)
County of Broadwater) : ss.

On this 28th day of June, 2022

Nancy E. Grover
personally, appeared before me and having been duly sworn did herein execute the above instrument for the purposes stated.

Notary's Seal/Stamp



Mandi Lavonne Hall
Notary Public for the State of MT

Mandi Lavonne Hall
Printed Name

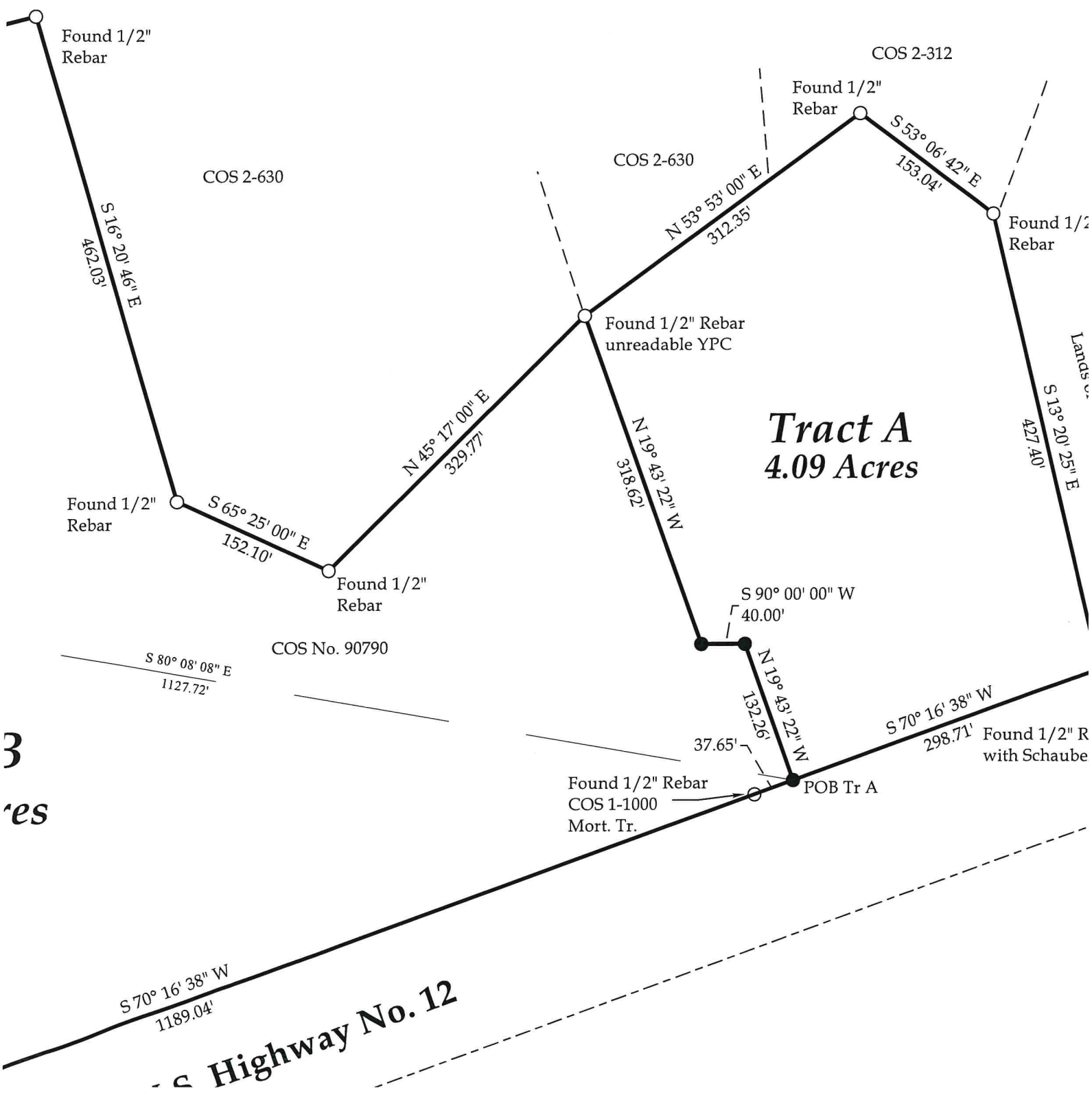
Notary Public for the state of MT

Residing at Townsend, MT 59644

My Commission expires: January 19, 2026

****If the Survey Review Committee grants concept or survey approval to a proposed exemption, that approval is valid only for ninety days, subject to any legislative changes.****

Survey No. _____: To Create a Tract for
 in Part of the SW 1/4 of Section 30 and Part of
 Township 7 North, Range 3 East, P.M.M.,



3
 es

TASK ORDER 23-25-5-01-004-0
TO BROADWATER COUNTY UNIFIED GOVERNMENT MASTER CONTRACT
THAT COVERs THE PERIOD OF July 1, 2019 to June 30, 2026
Maternal and Child Health Block Grant Program

THIS TASK ORDER is entered into between the Montana Department of Public Health and Human Services (hereinafter referred to as the "Department"), whose address and phone number are 1625 11th Avenue, PO Box 202951, Helena, MT 59620 and 406-444-4119 and Broadwater County Health Services (hereinafter referred to as the "Contractor"), whose federal ID number, mailing address, fax number, and phone number are 81-6001337, 124 N Cedar, Townsend, MT 59644, and 406-266-5209 for the purpose of committing the Contractor to provide health related services required by this task order. In consideration of the mutual covenants and stipulations described below, the Department and Contractor agree as follows:

SECTION 1: PURPOSE

The Contractor agrees to provide maternal and child health services, as described in the Contractor's June 2022 Pre-Contract Survey for the Maternal and Child Health Block Grant (MCHBG), for the timeframe of October 1, 2022, to September 30, 2023, and as outlined in Section 2: Services to be provided for all residents of Broadwater County.

SECTION 2: SERVICES TO BE PROVIDED

The Contractor agrees to provide:

A. Maternal and Child Health (MCH) Services

1. Comply with the requirements of Title V: MCHBG, Section 501 to 510 [42 U.S.C. 701 to 710]; and ARM 37.57.1001 governing the MCHBG.
2. Ensure that MCHBG funds are used solely for providing core MCH services to pregnant women, nonpregnant women of childbearing age, infants younger than one year of age, children and adolescents under age 22, or children with special health care needs.
3. Send the MCHBG Coordinator to the annual Family and Community Health Bureau sponsored MCHBG training.
4. Systematically collect data elements required by this task order and submit the reports by the designated due dates as outlined in Section 4.
5. Counties with an annual allocation amount greater than \$50,000 will submit an annual budget by October 1, 2022, on Attachment D, for the 10/1/22 to

9/30/23 time-period.

6. Assess county MCH services by conducting a Client Survey and use the results to help with program planning and selection of the national or state performance measure to be addressed by the Contractor. Results of the Client Survey must be retained by the Contractor and submitted with Attachment B, expressly referenced as the 2023 MCHBG Annual Financial and Data Report, to the Department's MCHBG Liaison.
7. Have on file a copy of the referral and follow-up procedure for MCH clients sent for care to other providers or facilities, such as: hospitals, Community Health Centers, Federally Qualified Health Centers, and private practice physicians.
8. Have on file a copy of the referral and follow-up procedure for clients who are children and youth with special health care needs (CYSHCN), *including referrals to care coordination*.
9. Provide any of the services described in this section, which the Contractor has contracted to provide hereunder, free of charge to an individual or member of a family whose income equals or falls below either the relevant level stated below, or any other level set by the Contractor which is higher:

<u>Size of family unit</u>	<u>Maximum income level/year</u>
1	\$13,590
2	\$18,310
3	\$23,030
4	\$27,750
5	\$32,470
6	\$37,190
7	\$41,910
8	\$46,630

(For family units with more than eight members, add \$4,720 for each additional member.) Individual eligibility must be documented in the client's record. NOTE: Because the above maximum income levels are established by the U.S. Department of Health and Human Services and are subject to revision by that department, the Department may modify the above maximum income levels by sending the Contractor written notice of new levels. The modification will be effective upon the date the Contractor receives the notice.

10. Establish a fee schedule which adjusts the charges to the income, resources, and family size of each individual, and publish the fee schedule if the Contractor imposes any allowable charges for services funded under this task order to individuals other than those described in 2A (9).

11. Implement and evaluate two program activities to address national or state performance measure(s), as selected on the Contractor's June 2022 Pre-Contract Survey for the Maternal and Child Health Block Grant. Counties with an annual allocation greater than \$10,000 may implement activities for two different performance measures. Activity details are subject to approval by the Department's MCHBG Liaison. The Contractor's selected performance measure for federal fiscal year 2023 is as follows: *SPM 1 - Access to Public Health Services: number of clients ages 0 - 21, and women ages 22 - 44 who are served by public health departments in counties with a corresponding population of 4,500 or less.*
12. Conduct specific planning for, or implementation of a performance measure activity at least once every quarter as pertains to the national or state performance measure(s) referenced in 2A (11), until both activities have been completed. A report will be submitted 15 days after the end of every quarter on Attachment C, expressly referenced as the 2023 MCHBG Quarterly County Progress Report Template.
13. Respond to requests from the Department within one week.
14. Include the following paragraph when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.

"This project is/was 100% supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under CFDA # 93.994 for Maternal and Child Health Services, the total Broadwater County Health Services award amount for October 1, 2022 to September 30, 2023 is \$4,257.00. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."

B. Fetal, Infant, Child, Maternal Mortality Review and Prevention (FICMMR)

1. Comply with the requirements of MCA 50-19-401 to 50-19-406 governing the Fetal, Infant, Child, and Maternal Mortality Reviews, and formally review with FICMMR team members annually.
2. Review and report all fetal, infant, and child deaths occurring in the county jurisdiction by an existing FICMMR Team - either the Contractor's own team

or through written agreement with a neighboring county's team. Each county will have its own, local FICMMR Leader who is responsible for that county's FICMMR deliverables under this contract.

2. The local FICMMR Leader must discuss and maintain on file the "FICMMR Team Member Annual Confidentiality Statement", a confidentiality statement signed annually by all team members, and by all in-coming new members as part of their orientation process. Additionally, a separate confidentiality document "FICMMR Team Meeting Sign-In Sheet" must be signed by team members at every mortality review and retained.
 4. The local FICMMR Leader must notify the Department of any change in review team membership, by updating and submitting their FICMMR County Operational Plan that includes the name, occupation, and phone number of each member within 30 days of the change.
 5. The local FICMMR Leader must conduct reviews of all calendar year 2021 fetal, infant, and child deaths and report the review findings in the National Center for Fatality Review and Prevention, Child Death Review Case Reporting System by November 1, 2022.
 6. The local FICMMR Leader will cooperate with the DPHHS FICMMR Coordinator for the completion of maternal deaths occurring in calendar year 2021, to be reviewed by the State Maternal Nurse Consultant and the Montana Maternal Review Committee (MMRC). The MMRC membership and the maternal death review process will follow the Centers for Disease Control and Prevention's (CDC) protocols as outlined in the CDC Maternal Mortality Review Information Application (MMRIA) .
 7. The local FICMMR Leader will attend the Department's four, (4) required FICMMR training calls. If the FICMMR Leader is unable to attend, they must notify the Department's FICMMR Program Coordinator at least 48 hours prior to the scheduled training. If unable to attend live training, the local FICMMR leader agrees to review the recorded FICMMR training and report completion of such within one month from training date.
 8. Implement and evaluate one best-practice injury-prevention activity as detailed on the June 2022 Pre-Contract Survey, and subject to approval by the Department's FICMMR Program Coordinator.
- C. The Department agrees to provide the Contractor with statistical data reports, technical assistance and consultation concerning the services required by this Task Order, to the extent the Department's resources allow.

SECTION 3: EFFECTIVE DATE AND PERIOD OF PERFORMANCE

Performance of this task order shall begin October 1, 2022, and the services provided pursuant to Section 2 must be completed by September 30, 2023.

SECTION 4: COMPENSATION, REPORTS, DELIVERABLES, AND DUE DATES

The Department will pay the Contractor the following for the Title V MCH Block Grant Services outlined in this task order contingent upon the receipt and approval of the required reports and deliverables as outlined below. Failure to fulfill a deliverable requirement will result in a pro-rated deduction, based on the Contractor's annual funding amount divided by the annual number of deliverables.

Submitting these reports in a timely manner is important, and connected to reporting required from the Department by the Health Resources and Services Administration.

- A. \$851.40 as soon as possible after January 15, 2023, for the provision of Title V MCHBG services and the following required reports and deliverables have been received by the due date and approved by the Department Liaison or State FICMMR Program Coordinator as appropriate:
 - 1. Due by October 1, 2022: From counties with an annual allocation amount greater than \$50,000, a budget on the form requested by the department (Attachment D), for the 10/1/22 to 9/30/23 time-period.
 - 2. Due by October 15, 2022: Each county must submit either: 1) an updated FICMMR Operational Plan (for counties with their own FICMMR Review Team); or, 2) an updated county to county Memorandum of Agreement (for counties utilizing another county's FICMMR Review Team).
 - 3. Due by November 1, 2022: All calendar year 2021 Fetal, Infant, and Child reviews must be entered into the Child Death Review System.
 - 4. Due by January 15, 2023: The MCHBG Quarterly Report (Attachment C), for the 10/1/22 to 12/31/22 time-period.

- B. \$851.40 as soon as possible after April 15, 2023, for the provision of Title V MCHBG services and the following required report has been received by the due date and approved by the Department Liaison:
 - 1. Due by April 15, 2023: The MCHBG Quarterly Report (Attachment C), for the 1/1/23 to 3/31/23 time-period.

- C. \$851.40 as soon as possible after July 15, 2023, for the provision of Title V MCHBG services and the following required reports and deliverables have been received by the due date and approved by the Department Liaison or FICMMR Program Coordinator as appropriate:

1. Due by June 15, 2023: Completion of MCHBG Pre-Contract Survey
 2. Due by July 15, 2023: The MCHBG Quarterly Report (Attachment C), for the 4/1/23 to 6/30/23 time-period;
 3. Attendance by the Contractor's MCHBG Coordinator or Contract Liaison to the required annual MCHBG training;
- D. \$851.40 as soon as possible after October 15, 2023, for the provision of Title V MCHBG services and the following required reports and deliverables have been received by the due date and approved by the Department Liaison or FICMMR Program Coordinator as appropriate:
1. Due by October 15, 2023: The MCHBG Quarterly Report (Attachment C), for the 7/1/22 to 9/30/22 time-period;
 2. Due by October 15, 2023: The FICMMR Injury Prevention Activity Report (Attachment C);
 3. Attendance by the Contractor's FICMMR Leader to the four required FICMMR training calls during federal fiscal year 2023.
- E. \$851.40 as soon as possible after November 15, 2023, for the provision of Title V MCHBG services and the following required reports and deliverables for October 1, 2022, to September 30, 2023, have been received by the due date and approved by the Department Liaison or FICMMR Program Coordinator as appropriate:
1. Due by November 15, 2023: The MCHBG Compliance and Activities Report (Attachment A)
 2. Due by November 15, 2023: The MCHBG Financial and Data Report (Attachment B)
 3. Due by November 15, 2023: A summary of the results from the Contractor's Client Surveys.
 4. Due by November 15, 2023: From counties with an annual allocation amount greater than \$50,000, actual spent on the budget form requested by the department (Attachment D), for the 10/1/22 to 9/30/23 time-period.

SECTION 5: SOURCE OF FUNDS AND FUNDING CONDITIONS

- A. Payments under this task order are contingent upon receipt of funding from the Maternal Child Health Block Grant (CFDA # 93.994).
- B. Contractor receipt of their MCH Block Grant allocation under this task order is contingent upon submission of all previous years' required reports as indicated in the Contractor's FFY 2022 MCH Block Grant Task Order.
- C. Requests for an extension of time to submit deliverables or reports past their due date *must be made in writing to the Department's Liaison before the due date*. The

request must include the compelling reason the original due date could not be met. An extension due date will be set by mutual agreement between the Department and Contractor liaisons. If no request for an extension is made before the original due date, or if the extension due date is not met, the payment associated with that deliverable or report is forfeited.

- D. If the Contractor does not completely expend by December 31, 2023, all of the funds received pursuant to Section 4 (1) through (6) for performance of this task order, the Contractor agrees to refund the balance of those funds to the Department by January 15, 2024.
- E. In providing the services under this task order, the Contractor agrees that it will expend from non-federal Contractor resources \$3 for every \$4 of the MCH Block Grant funds referred to in Section 4 and expended in performance of this task order. For purposes of this task order, non-federal Contractor resources do not include state general funds for which the Contractor is a recipient. Therefore, the Contractor may not include state general funds the Contractor receives as "contractor match" for purposes of this section. The Contractor must ensure that any program income (e.g., income from fees, or any interest or other investment income earned on funds advanced to the Contractor under this task order) accruing to the Contractor from activities funded, in whole or in part, under this task order is used only for the allowable program costs described in this task order.
- F. The Contractor is responsible for the establishment and implementation of policies and procedures for charging, billing, and collecting funds for the allowable services provided under this task order. Billing and collection procedures must have the following characteristics:
 - 1. Charges are based on a cost analysis of all services provided. Where applicable, bills are given directly to the client or to another payment source such as Medicaid, Medicare, or private insurance.
 - 2. Clients whose documented income is at or below the income levels established in Section 2A (9) may not be billed, although third parties must be billed who are legally obligated to pay for the services.
 - 3. Bills to third parties must show total charges without applying any discounts or adjustments based upon the fee schedule established by the Contractor pursuant to Section 2A (10).
 - 4. Bills to clients must show total charges, less any discounts or adjustments, based upon the fee schedule established by the Contractor pursuant to Section 2A (10).
 - 5. Bills for minors obtaining confidential services must be based on the resources of the minor.
 - 6. Reasonable efforts to collect bills include mailing of bills when client confidentiality is not jeopardized.
 - 7. A method of the aging of outstanding accounts must be established.

8. Clients must not be denied services because of the inability to pay.

SECTION 6: LIAISONS AND SERVICE OF NOTICES

- A. Blair Lund (406) 444-0276, blund@mt.gov or her successor will be the MCHBG Liaison for the Department. Kari Tutwiler (406) 444-3394, ktutwiler@mt.gov or her successor will be the FICMMR Liaison for the Department.
- B. Margaret Ruckey will be the MCHBG Liaison for the Contractor, and Margaret Ruckey will be the FICMMR Liaison for the Contractor.

These persons serve as the primary contacts between the parties regarding the performance of the task order.

- C. Written notices, reports and other information required to be exchanged between the parties must be directed to the Department's Liaison at the parties' addresses set out in this task order.

SECTION 7: DISPUTE RESOLUTION PROCESS

The following process is to be used in the event of a disagreement between the Contractor and the Department about the terms of this contract. Written notification by the Contractor providing specific details about the disagreement must first be provided to the Department Bureau Chief identified as follows:

Jacqueline Isaly, Jacqueline.Isaly@mt.gov, (406) 444-4743 is the Bureau Chief for the Department. The Department Bureau Chief shall attempt to resolve the dispute. If resolution of the disagreement is not obtained, then the Contractor may request a review and determination to be made by the Division Administrator.

The Contractor shall provide in writing specific details about the remaining issues that are in dispute. The Contractor may also request an in-person meeting with the Division Administrator to present its reasons or position on the disagreement. If the Division Administrator cannot resolve the dispute, the reasons for the Department's position on the issues in dispute must be presented to the Contractor in writing.

SECTION 8: SCOPE OF TASK ORDER

This task order consists of nine (9) numbered pages, Attachment A expressly referenced as the 2023 MCHBG Compliance and Activities Report, Attachment B expressly referenced as the 2023 MCHBG Annual Financial and Data Report, Attachment C expressly referenced as the 2023 MCHBG Quarterly County Progress Report Template, and Attachment D, expressly referenced as the County Public Health Department Budget

Form.

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 _____
Tracy Moseman, Administrator
Department of Public Health & Human Services
Early Childhood & Family Support Division

BROADWATER COUNTY

By: _____ Date _____
Broadwater County Commissioner

**Supporting Operation Green Light for
Veterans**

WHEREAS, the residents of Broadwater County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces: and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Broadwater County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, as estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Broadwater County appreciates the sacrifices of our United

State Military Personnel and believes specific recognition should be granted; therefore, be it

RESOLVED, with designation as a Green Light for Veterans County, Broadwater County hereby declares for November 7th through November 13th 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Broadwater County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

PASSED, APPROVED AND ADOPTED this 12th day of Oct, 2022 with the Board of County Commissioners.

Adopted on this ____ day of _____, 2022

_____ Darrel Folkvord, Chair

_____ Mike Delger Commissioner

_____ Debi Randolph, Commissioner

MCA's Proposed Amendment to Personal Policies

Broadwater County Proposed Amendment Probationary Period policy for Probationary Employees Oct 6th

It is the policy of the County that new employees shall complete a probationary period. The purpose of a probationary period is to provide a trial period to assess employees' abilities to perform their job duties, to assess their conduct on the job, and to determine if they should be retained beyond the probationary period and attain permanent status. All new employees shall be given a probationary period that will range from six-months to twelve-months, depending on the position. If an employee has one or more leave of absence during their probationary period, the time of each leave does not count as part of the probationary period unless the County affirmatively elects to include each leave.

The County may choose to extend an employee's probationary period prior to the expiration of the original period, but the original period plus the extension may not exceed 18 months. If the probationary period will be extended, the employee shall be notified of this in writing prior to the expiration of the original probationary period. After probation has been satisfactorily completed, the employee is considered a permanent employee. This policy does not apply to temporary staff or short-term workers, who cannot attain regular status.

The provisions of the **Employee Grievance** section of this Handbook do not apply to probationary employees.