

Rocky July 1, 2020
BRDWTR-2021-CON

CONTRACT NUMBER: 2021-004-007

BETWEEN

ROCKY MOUNTAIN AREA IV AGENCY ON AGING

AND

BROADWATER COUNTY HEALTH DEPARTMENT

FOR

**PROVISION OF IN-HOME CARE SERVICES
TO THE ELDERLY**

EFFECTIVE DATE: JULY 1, 2020 THROUGH JUNE 30, 2021

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1	PURPOSE	2
2	EFFECTIVE DATE AND DURATION.....	2
3	SERVICES TO BE PROVIDED	2
4	CONSIDERATION.....	2
	A. ROCKY Agrees.....	2
	B. Contractor Agrees.....	3
	C. Budgets.....	3
	D. Reports.....	3
	E. Source of Funding.....	4
5	TRANSFER OF FUNDS BETWEEN PROGRAMS OF SERVICE	4
6	NOTICE	4
7	LIAISON.....	4
8	TRAINING.....	4
9	NONDISCRIMINATION.....	4
10	DUPLICATION OF COST.....	5
11	POLITICAL ACTIVITIES.....	5
12	OWNERSHIP AND PUBLICATION OF MATERIALS.....	5
13	LIMITATION ON USE OF FUNDS FOR CONSTRUCTION.....	5
14	CONFIDENTIALITY.....	5
15	CLIENT GRIEVANCE PROCEDURE.....	6
16	COMPLIANCE WITH APPLICABLE LAWS, RULES AND POLICIES.....	6
17	INDEMNIFICATION.....	7
18	INSURANCE.....	7
19	ASSIGNMENT TRANSFER AND SUB-CONTRACTING.....	7
20	CONFLICTS OF INTEREST.....	8
21	RECOVERY OF IMPROPER OR ERRONEOUS PAYMENTS.....	8
22	FINANCIAL RECORDS & AUDIT.....	8
23	EQUIPMENT PURCHASES.....	8
24	TERMINATION.....	8
25	ACCURACY OF FINANCIAL DATA AND COST REPORTS.....	9
26	AUDIT AND RETENTION OF RECORDS	9
27	INDEPENDENT CONTRACTOR STATUS; WORKER'S COMPENSATION.....	9
28	VENUE.....	10
29	RESOLUTION OF CONTRACT DISPUTE	10
30	SPECIAL CONTRACTOR ASSURANCES.....	10
31	SEVERABILITY.....	10
32	MODIFICATIONS AND PREVIOUS AGREEMENTS.....	10
33	EXECUTION.....	11
	ATTACHMENTS.....	12

OLDER AMERICANS ACT CONTRACT
WITH THE
ROCKY MOUNTAIN AREA IV AGENCY ON AGING

CONTRACT NUMBER
2021-004-007

THIS CONTRACT, is entered into by and between the Rocky Mountain Development Council, Inc., Area IV Agency on Aging, (hereinafter referred to as the "Rocky") and Broadwater County Health Department (hereinafter referred to as the "Contractor") and whose nine (9) digit Federal ID Number is 81-6001337.

WITNESSETH THAT, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1: PURPOSE/ SCOPE OF WORK

The purpose of this contract is:

- A. The development and maintenance of a comprehensive and coordinated service delivery system for the provision of supportive, nutrition, information, caregiver and advocacy services to older individuals in accordance with the Older Americans Act and the approved Area Plan.
- B. To provide services for maximum dignity and independence for older Montanans, especially those with the greatest social and economic needs, those residing in rural areas and those that are homebound.
- C. The Contractor will perform the Services in accordance with all the provisions of the Contract, which consists of the following documents:
 - a. Contract (this instrument)
 - b. Attachment D – Scope of Work

SECTION 2: EFFECTIVE DATE AND DURATION

The Contractor shall commence performance of this contract on July 1, 2020 and shall complete performance to the satisfaction of Rocky no later than June 30, 2021.

For the purpose of completing the necessary payments and administrative responsibilities under this contract, the duration of the contract shall extend to July 15, 2021 but in no event will Rocky pay for services provided after June 30, 2021.

SECTION 3: SERVICES TO BE PROVIDED

- A. That all actions contemplated under this contract are in keeping with the direction and content of Rocky's complete and approved Area Plan and its references to the Older Americans Act and applicable state and federal law.
- B. To establish the appropriate mechanisms and procedures to fulfill the requirements as listed in the Older Americans Act of 1965 as amended and related Provisions of Law, relative to the Area Plan and related Area Agency and Service Provider responsibilities.
- C. That a complete description of the services to be provided, methods used to provide said services, and the number of units of the services to be provided are listed in Attachment A of this contract and hereby included by this reference.

SECTION 4: CONSIDERATION

- A. In consideration of the services to be provided under Section 1 of this contract, Rocky agrees to pay the Contractor:
 - 1. An amount not to exceed \$ 18,763.00.

2. In accordance with the Budgets, Part C of this section.
3. An advance equal to 1/12 of Rocky's obligation within 10 days of receipt of funds from the state of Montana, if the required reporting has been received by Rocky.

B. The Contractor agrees to:

1. Submit on or before the 10th day of each month, financial reports in a format authorized by the State Office on Aging and any requested supporting documentation for expense reimbursement for services provided under this contract. Separately bill for each budget category listed in Part C of this section.
2. Not incur expenses in excess of any budget category listed in Part C of this section except by written amendment to this contract.
3. Provide \$ 350 in matching funds, either cash or In Kind as outlined in Attachment B "Certificate of Match" of this contract and hereby included by this reference.
4. Pay travel expenses for staff and other personnel in accordance with State of Montana policy and amounts not to exceed State of Montana rates unless written approval is given by Rocky for use of alternate methods or rates.
5. Account for and report all Program Income. Report all contributions or project income in the month and/or contract year in which it was received.
6. To manage the program operations for each service being provided under this contract so as to insure a continuum of each service throughout the entire twelve (12) month term of this contract.
7. To maintain adequate Insurance coverage so as to facilitate replacement of assets used by the service programs in the advent of fire, theft or other cause of loss, as well as adequate general liability and product liability coverage. Adequate shall be determined by mutual agreement of Rocky and the Contractor unless otherwise stated within this contract. (See Section 18)
8. Provide Rocky a copy of the contractors written policies for each service being offered concerning eligibility to receive services and screening tool or other method used by contractor's staff to determine amount of service to be provided or denied the client. After initial submission, this is only necessary after modifications have been made.
9. A copy of the official written minutes of regular or special meetings of the contractor's governing board shall be made available within 30 days of the date of such request.

C. BUDGETS

Aging Social Services Budget:

The total amount of Federal, State and Agency funds to be expended under this contract for Aging Social Services is \$27,995.00. The breakdown by line item categories and identification of resources by services to be provided is included in Attachment C of this contract and hereby included by this reference.

D. REPORTS

The Contractor Agrees:

1. To provide Rocky with monthly financial and program reports in a format authorized by the State Office on Aging and/or other reports as may be required by Rocky. Such reports are to be completed and submitted to Rocky so as to be received no later than the 10th day of the month following the month to be reported.
2. To provide separate Contractor Financial and monthly program reports to Rocky for each budget listed in Part C of this section.

3. That such reports shall contain at a minimum the expenditures by budget line item, revenues by line item, and the number of units and type of service currently being provided, as established in Attachments A, B and C to this contract.

Further, the contractor's reports shall be subject to audit and adjustment, either before or after Rocky makes payment of any amount under this contract, as Rocky, in its discretion, has indicated in Attachment C to this contract.

4. To provide Rocky with a final Contractor Financial Report and Program report for Attachments A, B and C within fifteen (15) days of completion or termination of this contract.
5. To provide Rocky with monthly MASTS reports and filled-in MASTS intake forms for all new clients. All MASTS reports must be reconciled to the monthly financial reports to reflect the same number of service units within a 10% margin. MASTS reports must be received by Rocky on the 5th day of the following month.
6. Contractor must submit, on or before the 10th day of each month, financial reports in a format authorized by the State Office on Aging. The reports may be submitted by mail or email. Additionally, the Contractor must submit, on or before the 5th day of each month, client and units of service (program) data for each provided service utilizing the Montana Aging Services Tracking System (MASTS). Failure to submit either financial or program reports on a timely basis will result in withholding of payments until the required reports are received.

E. SOURCE OF FUNDING

The sources of the funding for this contract are Catalogue of Federal Domestic Assistance (CFDA) No.: 93.052 (Part E, NFCSP) and state program funds. Federal funds were awarded 10/01/2018 from the U.S. Department of Health and Human Services to the Montana Department of Public Health and Human Services (DPHHS). DPHHS awarded funds to the Rocky Area IV on Aging under Contract # 20-221-13004-0 FY2021

SECTION 5: TRANSFER OF FUNDS - BETWEEN PROGRAMS OF SERVICE

No transfer of monies may be made between or among any of the programs of service covered by this contract and described in the Budget without a written amendment as specified in Section 31 of this contract.

SECTION 6: NOTICE

Any notices under this agreement must be in writing and submitted to the parties hereto.

SECTION 7: LIAISON

Heather Nicholson will be the liaison for Rocky.

Teresa Monson will be the liaison for the Contractor.

These representatives of the parties will be the first contacts regarding any questions and problems which arise in implementing this contract.

SECTION 8 TRAINING

The Contractor agrees that its staff will participate in training as required by Rocky or as mutually agreed upon by both parties, and/or submit schedules of training provided by the Contractor which insures competence of staff in current methods and procedures. Training will address needs identified by Rocky Area IV and Montana Department of Public Health and Human Services, Office on Aging.

SECTION 9: NONDISCRIMINATION

Pursuant to sections 49-2-303 and 49-3-207, Montana Code Annotated and the federal civil rights acts, no part of this contract shall be performed in a manner which illegally discriminates against any person on the basis of race, color,

religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin by the persons performing the contract. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

SECTION 10: DUPLICATION OF COST

The Contractor represents and certifies that any charges contemplated and included in its estimate of cost for performances are not duplicative of any charges against any other government contract, sub-contract, or other government source.

SECTION 11: POLITICAL ACTIVITIES

- A. The Contractor agrees that expenditures of funds under terms and conditions set forth in this contract shall:
 - 1. Not be used for any political activities by the Contractor, and/or employees or representatives of the Contractor.
 - 2. Not be used for any activity by the Contractor, and/or employees or representatives of the Contractor to provide voters and prospective voters with transportation to the polls, or provide similar assistance in connection with an election or any voter registration activity.
 - 3. May be used for advocacy for the elderly within the community by monitoring, evaluating, and commenting upon policies, programs, hearings, levies and community actions affecting the elderly.
- B. The Contractor shall cooperate with any investigation undertaken regarding the expenditure of funds for political activities.

SECTION 12: OWNERSHIP AND PUBLICATION OF MATERIALS

Rocky, State Office on Aging and the U.S. Department of Health and Human Services shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use for agency purposes any material developed under this contract. All data, diagrams, drafts and other type of printed material developed under this agreement are the property of Rocky and the State of Montana.

SECTION 13: LIMITATION ON USE OF FUNDS FOR CONSTRUCTION

Funds available under this contract may not be used for the purchase or improvement of land, or the purchase, construction or permanent improvement of any building or other facility.

SECTION 14: CONFIDENTIALITY

- A. Personal Information
 - 1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information Rocky provides to the Contractor or which the Contractor acquires on behalf of the Rocky in the performance of this Contract which contains the personal information of any person.
 - 2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Rocky's request, the Contractor will allow the Rocky to review and approve any specific security standards and procedures of the Contractor.
- B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information
 - 1. Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Rocky in detail and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.
- C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Rocky with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Rocky with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Rocky, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other information obtained through the Rocky, 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 to whom or which the information pertains; and
3. with the review and approval by the Rocky prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Rocky in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Rocky has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 15: CLIENT GRIEVANCE PROCEDURE

The contractor must establish a grievance procedure for clients. The Contractor will advise clients of the right to present grievances and will assist them, as may be necessary, in utilizing the grievance procedure. If the outcome of the grievance procedure is averse to a claimant the Contractor will notify him/her of his/her right to appeal. The Department of Public Health & Human Services, Quality Assurance Division will supply the appeal mechanism through its regular fair hearing process. If an appeal is filed by claimant, the Contractor agrees to appear, participate and be bound by the outcome.

SECTION 16: COMPLIANCE WITH APPLICABLE LAWS, RULES AND POLICIES

- A. Contractor will comply with all applicable federal or state laws, regulations, and policies of the State Office on Aging and Rocky provided to the contractor, in performing this contract.
- B. Contractor will comply with the Drug-free Workplace Act of 1988 by adopting specific policies regarding the illegal possession and use of controlled substances.
- C. The contractor certifies that:
 1. The contractor and the contractor's principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. The clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction" will be included without modification in all lower tier covered transactions and in all solicitations for lower tier transaction.

SECTION 17: INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Rocky and from all damages, losses, or expenses, including attorney's fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the work itself. This indemnification shall extend to claims resulting from performance of the Contractor and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of Contractor or any of its agents, employees, or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by a party to be indemnified.

SECTION 18: INSURANCE

The contractor shall be covered and shall provide Rocky with certificates verifying coverage for the following: Insurance Carrier: Must be rated at least "A-" by A.M. Best Company or acceptable State Fund for Workers Compensation.

Workers Compensation: Copy of Contractors Exemption, if applicable and proof of Workers Compensation Insurance. ROCKY may withhold a percentage to cover costs if proof of coverage is not provided.

Workers Compensation-Statutory

Employers Liability Limits- \$1,000,000 Each Accident
 \$1,000,000 Disease- Policy Limit
 \$1,000,000 Disease- Each Employee

Commercial General Liability Insurance: Including Premise & Operations, Personal & Advertising Injury, Blanket Contractual (no restrictive endorsements such as CG 2139, CG 2426, CG 2294) and Products & Completed Operations. Limits: \$1,000,000 Each Occurrence; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate

Rocky, Inc. shall be named as a Primary Additional Insured. The policy will provide an endorsement to provide coverage for Rocky as an additional insured including Completed Operations Liability. The use of the ISO CG 2010 11/85 or its equivalent or a combination of CG 2010 & CG 2037 10/01 is acceptable. If the additional insured endorsement does not accompany the certificate of insurance, the certificate of insurance must list the form numbers/edition dates for the Additional Insured Endorsement being used and the actual endorsement must be mailed when received. The Additional Insured Endorsement including Products and Completed Operations is required to be maintained for 2 Years upon completion of the project by the owner.

Waiver of Subrogation in favor of Owner/General Contractor is required. Per Project Aggregate Endorsement is required.

Automobile Liability:

Limits: Owned Autos \$1,000,000 Each Accident
Hired/Non-Owned Autos \$1,000,000 Each Accident

Excess/Umbrella Liability:

Limit: \$1,000,000 Each Occurrence/Aggregate

Rocky, Inc. shall be named as a Primary Additional Insured. The policy will provide an endorsement to provide coverage for Rocky, Inc. as an additional insured including Completed Operations Liability. The use of the ISO CG 2010 11/85 or its equivalent or a combination of CG 2010 & CG 2037 10/01 is acceptable. If the additional insured endorsement does not accompany the certificate of insurance, the certificate of insurance must list the form numbers/edition dates for the Additional Insured Endorsement being used and the actual endorsement must be mailed when received. The Additional Insured Endorsement including Products and Completed Operations is required to be maintained for 2 Years upon completion of the project by the owner.

Cancellation Notice: Minimum of 30 days on Certificate of Insurance

SECTION 19: ASSIGNMENT TRANSFER AND SUB-CONTRACTING

The Contractor agrees not to enter into sub-contracts for any of the work contemplated under this contract without prior written approval of Rocky. The Contractor further agrees not to assign or transfer any work contemplated under this contract.

SECTION 20: CONFLICTS OF INTEREST

- A. The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. Rocky may grant exceptions to this prohibition where it determines the circumstances warrant the granting of an exception.

SECTION 21: RECOVERY OF IMPROPER OR ERRONEOUS PAYMENTS

- A. Rocky shall be entitled to recover all payments erroneously or improperly made to the contractor. The contractor is responsible to refund the full amount of any erroneous or improper payment within 30 days of written demand by Rocky.
- B. If the contractor fails to repay Rocky within 30 days, the amount owed to Rocky may be automatically deducted from any future payments to the contractor. Any erroneous or improper payment received by the contractor shall constitute a debt to Rocky and may be recovered by Rocky by any means provided by law or this contract.
- C. The contractor must notify Rocky immediately if the contractor believes it has received an overpayment or other erroneous or improper payment and shall promptly return the full amount of the improper or erroneous payment to Rocky.

SECTION 22: FINANCIAL RECORDS & AUDIT

The Contractor must maintain a system of accounting procedures and practices enough for the Rocky to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles. The financial records must adequately identify the source and applications of funds for the contract supported activities including contract payments, obligations, unobligated balances, assets, liabilities, outlays, other funding sources and income. The financial system must insure effective control and accountability for contract funds and property obtained with contract funds. Generally accepted accounting principles must be used to record and report all costs.

Furthermore, a contractor who is a recipient of federal funding may be subject to audit requirements stipulated in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200.501.

SECTION 23: EQUIPMENT PURCHASES

Funds available under this contract, may not be used to purchase equipment acquired at a cost of \$5,000 or greater.

SECTION 24: TERMINATION

- A. The Contractor understands and agrees that Rocky is dependent upon federal and state appropriations for its funding, and that action by Congress or the Montana Legislature may preclude funding this agreement through the completion date stated in section 2. Should any such a contingency occur, the parties agree that Rocky may set a new completion date or terminate the contract immediately, depending upon the funding remaining available for this agreement, and that contractor will be compensated for services rendered and expenses incurred as of 5:00 P.M. of the revised completion date.
- B. This contract may be terminated at any time by the mutual written agreement of the parties.
- C. If the Contractor fails to provide services called for by this contract, or to provide such services within the time specified herein or any extension thereof, Rocky may, by written notice of default to the Contractor, terminate the whole or any part of this contract immediately upon written notice.
- D. Rocky may, upon finding that the Contractor is not in compliance with any law or regulation, or applicable licensure and certification requirement, or other portion of this contract terminate this contract immediately upon written notice to the contractor.

- E. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- F. Upon contract termination or the non-renewal of this contract, the Contractor will allow Rocky, its agents and representatives full access to Contractors facilities and records for the purpose of arranging the orderly transfer of the contracted activities.

SECTION 25: ACCURACY OF FINANCIAL DATA AND COST REPORTS

The Contractor agrees that all financial statements and cost reports shall be certified as true, accurate and complete to the best of the Contractor's knowledge and belief and claims shall be certified as true, accurate, and complete. The Contractor shall not submit for reimbursement purposes any items which it knows or has reason to know are not properly reimbursable under any federal or state law or regulations. The Contractor understands that payment and satisfaction of any and all claims will be from federal as well as state funds, and that any false claims, statements, cost reports or documents may result in prosecution under the appropriate federal and/or state law. Subrecipient will comply with federal regulation 2 CFR Part 200 Subpart E-Cost Principles. Additional supporting documentation may be requested by Rocky at any time to validate any expenditures related to this sub award.

SECTION 26: AUDIT AND RETENTION OF RECORDS

A. Additional Audit:

The State of Montana, Montana State Office on Aging, Rocky, U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right of access to any books, documents, papers and records of the Contractor which are pertinent to the services provided under this contract, for purposes of verifying cost or pricing data submitted in conjunction with the negotiation of this contract or any amendments thereto. If during monitoring, the subrecipient is out of compliance, additional reporting and repayment of unallowable expenses could occur.

The Contractor's accounting procedures and practices shall conform to generally accepted accounting principles.

B. Retention of Records:

1. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after the completion date of Rocky's master contract with DPHHS, which is 06/30/2030. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.
2. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
3. The Contractor must provide the Rocky and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 27: INDEPENDENT CONTRACTOR STATUS; WORKERS' COMPENSATION

- A. The parties intend that the relation created by this contract is that of employer-independent contractor. No agent, employee, or servant of the Contractor is or shall be deemed to be the employee, agent or servant of Rocky. The contractor will be solely and entirely responsible for the acts of its employees, and subcontractors during the performance of this contract. No benefits provided by Rocky to its employees, including, but not limited to, unemployment and workers' compensation insurance will be provided by Rocky to the Contractors employees, agents or servants.
- B. The Contractor further agrees that in accordance with 39-71-401 and 39-71-405, MCA, he is solely responsible for the workers compensation coverage for his employees or, if he is entering into this contract as a sole proprietor or a member of partnership, himself. Workers Compensation coverage is not required where the Contractor, who is a sole proprietor or a member of a partnership, has received from the Worker's Compensation Division a written exemption from the requirements of 39-71-401, MCA. The Contractor agrees to provide Rocky with proof of

workers compensation coverage or an approved independent contractor's exemption from the Montana Workers' Compensation Division prior to commencement of performance.

SECTION 28: VENUE

The parties agree that in the event of litigation concerning this contract, venue shall be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

SECTION 29: RESOLUTION OF CONTRACT DISPUTE

The parties agree that any dispute arising under this contract which is not disposed of by negotiation and agreement shall be decided by the Rocky, Inc. board of directors, or its designee, who shall commit his decision to writing and furnish a copy to the Contractor. The decision of the board of directors shall be final. Pending final resolution of such dispute, whether by the director or the judicial process, the Contractor agrees to continue performance under this contract unless Rocky requests the Contractor to discontinue such performance.

SECTION 30: SPECIAL CONTRACTOR ASSURANCES

The following are special assurances regarding service delivery which are required to be in all contracts containing funding from the Older Americans Act. The contractor agrees that it will:

- A. Specify how (identify & target for services) the contractor (provider of the service) intends to satisfy the needs of low-income minority individuals in the area served;
- B. Attempt to serve low-income minority individuals at least in the proportion that they are represented in the total population in the area served.
- C. Provide outreach as required by the Older Americans Act to identify older persons and inform them of the availability of services.
- D. The functions, responsibilities and activities of the contractor in implementing the Older Americans Act and the area plan are included but not limited to those mentioned in this document.

SECTION 31: SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this contract is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

SECTION 32: MODIFICATIONS AND PREVIOUS AGREEMENTS

The instrument contains the entire contract between the parties and no statements, promises, or inducements made by either party or agents of either party that are not contained in this contract, shall be valid or binding. This contract may not be enlarged, modified, or altered except by written amendment. The information needed to make any final contract modifications must be submitted to Rocky at least thirty (30) days prior to the end of the contract period unless the Contractor receives prior written approval from Rocky.

SECTION 33: EXECUTION

This contract consists of a Cover page, a Table of Contents page followed by pages 2 through 11 and Attachments A, B, and C. The original will be retained by Rocky. A copy of the original has the same force and effect for all purposes as the original.

To express the parties' intent to be bound by the terms of this agreement, they have executed this contract on the dates set below.

ROCKY MOUNTAIN DEVELOPMENT COUNCIL, INC. / AREA IV AGENCY ON AGING

BY: _____ Date _____
Lori Ladas, Executive Director, Rocky Mountain Development Council, Inc.

CONTRACTOR: BROADWATER COUNTY HEALTH DEPARTMENT

BY: _____ Date _____
Broadwater County Commissioner

July 1, 2020
BRDWTR-2021-CON

Contract No. 2021-004-007 Preparation Date: July 17, 2020

ATTACHMENT A

AGING SOCIAL SERVICES:

The Contractor will provide services to the elderly in their established service area. Emphasis will be placed on providing services to the elderly with the greatest economic and social need. The services to be provided include the following:

Home Maker Services: 2000 units will be provided to 20 senior citizens. A unit of service is one hour (DPHHS-Aging 102-2).

Respite/ Caregiver Services: 150 units will be provided to 2 senior citizens. A unit of service is one hour (DPHHS-Aging 102-2).

ATTACHMENT B
Contract No. 2021-004-007

CERTIFICATION OF MATCH

 √ Original
 Revised

Date: July 17, 2020

Project: Broadwater County Home Maker Services

1. Name of Contributor: Broadwater County Health Department
Budget Year: July 2020 – June 2021

2. Source of Cash Contributions:

 X County funds: \$ 350

3. Type of In-Kind Contribution: (check one)

 Personal Services: hours amount .
 Space, Area: Sq. Ft. rate amount .
 Equipment: material other, specify: .

- a. Description of In-Kind Contribution: Supervisory time by county health nurse
- b. Dollar Valuation of In-Kind Contribution: \$ -0-

4. Certification:

I hereby certify that the contribution herein reported has not and will not be paid from any federal funds and further that said contributions has not and will not be used as matching for any other federally funded program.
Included in contract by reference: Section 4-B3

BROADWATER COUNTY HEALTH FY 21				
ATTACHMENT C				
EXPENDITURE CATEGORY	RESPITE/ CAREGIVER	SKILLED NURSING	HOMEMAKER	TOTALS
Personnel & Fringe	1200	5282	19713	
Supplies		200		
Communications		75		
Utilities				
Repairs & Maintenance				
Travel & Training	200	325	1000	
Building Space				
Insurance				
Equipment				
Contracted Services				
Other:				
TOTAL EXPENDITURES:	1,400	5,882	20,713	27,995
SOURCES OF FUNDING:				
IIB				
IID				
IIE	1050			
State GF		3000	14713	
Carryover IIE				
TOTAL FED/STATE FUNDING:	1,050	3,000	14,713	18,763
LOCAL MATCH:				
CASH	350	0	0	
IN-KIND				
TOTAL MATCHING FUNDS:	350	0	0	350
PROJECT INCOME NON-MATCH:				
OTHER RESOURCES:	0	2882	6000	
TOTAL REVENUES	1,400	5,882	20,713	27,995

SCOPE OF WORK

The functions, responsibilities and activities of the Contractor in implementing the Older Americans Act include but is not limited, to those mentioned in this attachment. The programs of services to be delivered by the provider are the following:

The following assurances are required by the Contractor:

- A) The service provider specifies how the provider intends to satisfy the needs of older individuals with greatest economic need, including low-income minority older individuals, older individuals with limited English proficiency, older individuals residing in rural areas; older individuals with greatest social need; and older individuals at risk for institutional placement; and
- B) The service provider attempts to serve low-income minority individuals, older individuals that are homebound and older individuals residing in rural areas at least in the proportion that they represent the total population in the area served.

Aging Supportive Services:

The Contractor will contract with service providers in their Planning and Service Area for the provision of services to those age 60 and older, with the greatest economic and social need. The services and units may include:

- a) Congregate Meals – A unit of service is one (1) meal
- b) Disease Prevention and Health Promotion Services – A unit of service is one (1) hour
- c) Homemaker – A unit of service is one (1) hour
- d) Home Chore – Unit of service is one (1) hour
- e) Home Delivered Meal – Unit of service is one (1) meal
- f) Information and Assistance – A unit of service is one (1) contact
- g) Legal Services – A unit of service is one (1) hour of legal advice, consultation by an attorney or other person acting under the supervision of an attorney (either paid or pro bono).
- h) Nutrition Education – A unit of service is one (1) training program
- i) Outreach – A unit of service is one (1) individual contact made outside the office
- j) Personal care – A unit of service is one (1) hour
- k) Respite Care – A unit of service is one (1) hour
- l) Senior Center – A unit of service is one (1) visit per day
- m) Senior Companion – A unit of service is one (1) hour
- n) Skilled Nursing Services – A unit of service is one (1) hour
- o) Transportation – A unit of service is one (1) one-way trip
- p) Transportation (Assisted) – A unit of service is one (1) one-way trip, assistance includes escorting who has difficulties using regular vehicular transportation (physical or cognitive)