

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
February 16, 2023
9:00 AM**

Members

George Real Bird III, Presiding Officer
Larry Vandersloot, Member
Lawrence Pete Big Hair, Member

1. Call to Order

Chairman Vandersloot calls meeting to order.

2. Roll Call

Mike Opie, Accountant, Captain Colvin, and Tom Ackerman, Big Horn County News were also in attendance.

3. Claim Approvals

Claims for 2/15/2023 were approved.

4. Approve Minutes and Supporting Documents

5. Old Business

6. New Business

Little Big Horn Center Name Change

Commissioner Big Hair entertained a motion to table the Resolution proposing the name change of the Little Big Horn Center until March 2nd. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Sub Recipient Interlocal Agreement

The County will act as a pass through for the hospital on a CBDG grant they received. A sub recipient interlocal agreement will need to be in place for the hospital to receive the funds. Commissioner Big Hair entertained a motion to approve the subrecipient interlocal agreement. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Ambulance Contract

Commissioner Big Hair entertained a motion to approve the contract with Nsure for the Ambulance. The motion was seconded by Commissioner Vandersloot and passed unanimously.

3 PM Industrial Park

At 3pm there was no quorum. However, the Department of Commerce discussed possibilities for the industrial park. Cameron Johnson, Jaime Charon, Fred Van Dan Abbel, Jacy Head, Mayor Purcell, Joe Connolly, Drew Lehr, Tina Toyne, Mike Opie, Tom Ackerman, and Commissioner Vandersloot were all in attendance.

7. Public Comments

8. Discussion

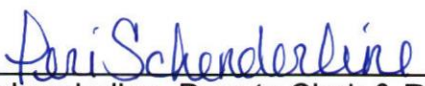
9. Adjourn

There being no other business, the board adjourned.

Approved: 

~~George Real Bird III~~, Presiding Officer

Larry Johnson

Attest: 

Peri Schenderline, Deputy Clerk & Recorder

SUB RECIPIENT INTERLOCAL AGREEMENT

COUNTY OF Big Horn AND Big Horn Hospital Association

THIS AGREEMENT is entered into on the dates affixed next to their signatures below and made effective the 20th day of June, 2022, by and between the County of Big Horn, a political subdivision of the State of Montana, hereinafter referred to as "the County" and Big Horn Hospital Association, a private, non-profit corporation incorporated under the laws of Montana, hereinafter referred to as "the Recipient."

WITNESSETH THAT

WHEREAS, the Recipient leases from the County real property in the City/County (17 N. Miles Ave, Hardin, MT 59034) on which it proposes to operate and manage an electronic health records software system for operational efficiency of the Big Horn Hospital and affiliated healthcare care facilities (ie Big Horn County Public Health); and

WHEREAS, the County desires to contract with the Recipient to construct the Project to enable the coordination and management of patient medical records seeking healthcare services at Big Horn Hospital Association and affiliated business entities; and

WHEREAS, the Recipient agrees to operate, manage, and maintain the Project in a manner so as to be available to all residents of the greater City/County area without regard to race, color, religion, creed, political ideas, gender, age, marital status, physical or mental disability, or national origin and with granting agencies required guidelines; and

WHEREAS, the County has applied for and been awarded Grant #MT-CDBG-~~(V-22-16)~~ under Montana's Community Development Block Grant (CDBG) program to construct the Project; and

WHEREAS, the parties to this Agreement understand that neither party has in any way abrogated any of its individual powers, and that this Agreement does not create any new organization or legal entity.

NOW, THEREFORE, THE CITY/COUNTY AND THE CENTER MUTUALLY AGREE AS FOLLOWS:

I. Responsibilities Delegated to the Recipient

- A. Recipient agrees to take all actions needed and forego any actions that are prohibited to carry out County's CDBG-CV Program in accordance with the terms and conditions of Contract #MT-CDBG-CV- 22-16 between the Montana Department of Commerce (MDOC) and the County, attached hereto and specifically incorporated herein by this reference; the MDOC Community Development Block Grant (CDBG) and any revisions thereto.
- B. The Recipient agrees to carry out the responsibilities assigned to it as stated in the project Management Plan, as approved by the Montana Department of Commerce (MDOC) on _____, attached hereto and specifically incorporated herein by this reference.
- C. Following the completion of the Project, the Recipient will submit annual reports to the County, on a date to be specified by the County, unless later excused by new regulation or agreement. These annual reports shall include:
 - (1) a copy of the Recipient's annual IRS 990 tax form; and
 - (2) a copy of the Recipient's annual Treasurer's report; and
 - (3) proof of adequate insurance on the facility.

II. Duration of the Agreement

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SUB-RECIPIENT INTERLOCAL AGREEMENT

COUNTY OF BIG HORN
Montana Department of Commerce

BIG HORN HOSPITAL ASSOCIATION
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- A. This Agreement takes effect when the following conditions are satisfied:
1. The MDOC and the County have executed the CDBG Grant Contract;
 2. The MDOC has approved the City/County's "Request for Release of Funds and Certification";
 3. The attorney for the Recipient has approved this Agreement and has executed and delivered the Estoppel Certificate to County; and
 4. The County's Commission and the Recipient's Board of Directors have each reviewed this Agreement, agreed fully to its terms and conditions, and executed the same.
- B. This Agreement shall terminate five (5) years after MDOC final close out of CDBG Grant #MT-CDBG-CV-22-16.

III. Administration

- A. For purposes of implementing the joint undertaking established by this Agreement, the County's Commission and the Recipient's Board of Directors agree to form as a committee comprising their total membership. The committee will meet as necessary to provide for the efficient and smooth implementation of this Agreement and the activities specified herein.
- B. The Recipient will comply with all requirements applicable to subrecipient entities as set forth in the County's CDBG contract with the MDOC, attached hereto.
- C. The Recipient will carry out each activity under this Agreement in compliance with all federal laws and regulations described in 24 CFR Part 570.

- D. The Recipient does not assume the County's environmental responsibilities described at 24 CFR Part 58.
- E. The Recipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- F. The Parties each respectively understands that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agrees that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.

IV. Disposition of Real Property or Acquired Equipment

- A. The Recipient will retain title, control, and manage the Project after final closeout of the CDBG Grant #MT-CDBG-~~CV-22-14~~ in accordance with the terms set forth herein.

- B. With respect to any real property or any equipment under the Recipient's control that was acquired or improved in whole or in part with funds from CDBG Grant #MT-CDBG-~~CV-22-16~~ in excess of \$50,000, the Recipient will either:
1. use the property to meet one of the national objectives contained in 24 CFR 570.208 for five (5) years after MDOC final closeout of CDBG Grant #MT-CDBG-~~CV-22-16~~, or for such longer period of time as is determined to be appropriate by the County or;
 2. dispose of the property or equipment in a manner that reimburses the County in the amount of the current fair market value of the property or equipment, less any portion of the value attributable to expenditures by the Recipient of non-CDBG funds for acquisition of, or improvements to, the property or equipment. Reimbursement is not required after the period of time specified in subparagraph (B)(1) of this section. The proceeds from such disposition will be subject to the applicable provisions of 24 CFR 570.504 (Program Income), 24 CFR sections 84.24 (Program Income), 84.32 (Real Property), 84.34 (Equipment), 85.25 (Program Income), 85.31 (Real Property), and 85.32 (Equipment).
- C. Upon the expiration of this Agreement, the Recipient will transfer to the County any CDBG funds on hand at the time of expiration of this Agreement and any accounts receivable attributable to the use of CDBG funds.
- D. The parties agree that concurrent with execution of this Agreement, as security for the performance of the obligations set forth herein, an abstract of the lien against the Property created by this Agreement will be duly recorded with the Big Horn County Clerk and Recorder's office.

IX. Progress Reports

Recipient shall submit regular Progress Reports to the County in the form, content, and frequency as required by the County and the MDOC.

X. Assignment, Transfer, and Subcontracting

Recipient may not assign, transfer, or subcontract any portion of this Agreement without prior written approval by the County and MDOC. If such approval is granted, Recipient accepts responsibility for the adherence to the terms of this Agreement by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Agreement.

XI. Payment Procedures

The County will pay to Recipient funds made available under the County's CDBG Program based upon information submitted by Recipient and consistent with any approved budget and MDOC policy concerning payments. Payments will be made for eligible expenses actually incurred by Recipient, and not to exceed actual cash requirements. In addition, the County reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of Recipient.

XII Notices

Any notice required or permitted to be given under or relating to this Agreement shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by overnight courier to the other party as follows:

Big Horn Hospital Association
Attn: Kristi Gatrell, CEO
17 North Miles Avenue
Hardin, Montana 59034

With a copy to:

Stewart R. Kirkpatrick
Crowley Fleck, PLLP
490 North 31st Street
Suite 500
Billings, Montana 59101

Big Horn County Board of County Commissioners
Attn: Chairperson
Room 302, Third floor
Big Horn County Courthouse
121 W. 3rd
Hardin, MT 59034

With a copy to

Lance Pedersen
Big Horn County Commission Legal Counsel
Room 302, Third floor
Big Horn County Courthouse
121 W. 3rd
Hardin, MT 59034

XIII Partial Invalidity

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

XIV. Delegation or Assignment

Neither of the parties may assign any of their rights or delegate their obligations hereunder without the prior written consent of the other party, which may be withheld at the sole discretion of the party from whom consent is required.

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COUNTY OF BIG HORN

Montana Department of Commerce

BIG HORN HOSPITAL ASSOCIATION

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ dates set forth next to their signatures below.

BOARD OF COUNTY COMMISSIONERS, BIG HORN COUNTY, MONTANA

BY: _____
George Reed Bird III, CHAIRMAN

DATE: _____


LARRY VANDERSLOOT, MEMBER

DATE: 2/16/23


Lawrence Bird III, MEMBER

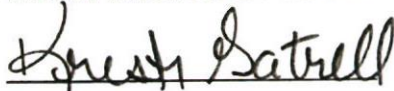
DATE: 2/16/23

BY: Dan Schendel

ATTEST

DATE: 2/16/23

BIG HORN HOSPITAL ASSOCIATION, a Montana Non-profit Corporation

BY: 
Kristi Gatrell

DATE: 2/16/2023

BY: _____

DATE: _____

ATTEST

BY: _____

DATE: _____

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SUB-RECIPIENT INTERLOCAL AGREEMENT

COUNTY OF BIG HORN
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[NAME/TITLE]

Estoppel Certificate by Counsel

Approved as to Form and Content and the undersigned further represents and warrants to the County, its elected officials, employees, attorneys and contractors that all necessary actions have been taken by any needed entity, including but not limited to Recipient to allow the execution of this Agreement by Recipient, that the terms of this Agreement, and that all necessary signatures to bind Recipient are in place and that the persons executing this Agreement on behalf of Recipient. It being understood and agreed that the County would not enter into this Agreement without the above and the ability, if needed, to recover jointly and severally from the undersigned(s) any damages of any nature whatsoever, pecuniary or otherwise, incurred by the County should Recipient fail to perform or be excused, in any nature whatsoever from any duties under this Agreement. The above clause is governed by the laws of Montana. The venue for any action brought under this clause shall be in the Courts of the State of Montana in Big Horn County, Montana. In the event of any action to enforce rights under this Agreement, each party shall pay its own costs and expenses, including reasonable attorney's fees, incurred in connection with such action.

I further represent that I have the authority to execute this Estoppel Certificate and do so of my own free will.

Signature: 

Printed Name

Larry Yonder Date: 2-16-23

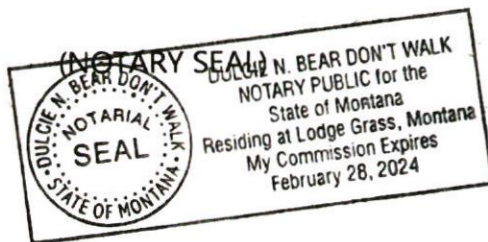
Attorney for Recipient

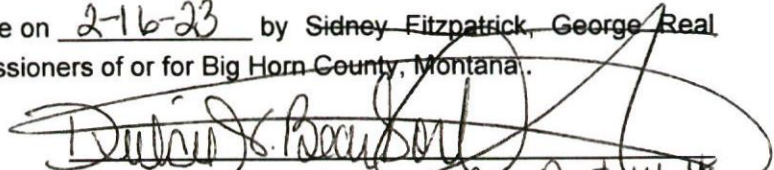
STATE OF MONTANA)

:

County of Big Horn)

This record was acknowledged before me on 2-16-23 by Sidney Fitzpatrick, George Real Bird III and Larry Vandersloot as Commissioners of or for Big Horn County, Montana.





PRINTED NAME: Dulcie N. Bear Don't Walk

Notary Public for the State of Montana

Residing at Lodge Grass

My Commission expires 2-28-24

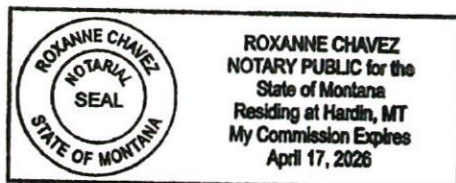
STATE OF MONTANA)

:

County of Big Horn)

This record was acknowledged before me on 2-16-23 by Kristi Hatrell as CEO of or for Big Horn Hospital Association.

(NOTARY SEAL)




PRINTED NAME: Roxanne Chavez

Notary Public for the State of Montana

Residing at Hardin

My Commission expires 4-17-28

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MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (Agreement), is entered into by and between Nsure Healthcare Services, Inc. ("Licensor"), with its principal place of business at 382 NE 191st St. Miami, FL 33179 and Big Horne County Ambulance. ("Licensee"), with its principal place of business located at 809 North Custer Avenue Hardin, MT 59034. This Agreement is effective as of 2/16, 202~~2~~³ ("Effective Date").

RECITALS

- A. WHEREFORE, Licensee wishes to license the Software, Data and Documentation and obtain the Services from Licensor (as those terms are defined below); and
- B. WHEREFORE, Licensor is willing to grant a personal nonexclusive license to Licensee for the Software, Data and Documentation and perform the Services, subject to the terms, conditions, limitations, and restrictions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Definitions. The following capitalized terms have the meanings set forth below when used in this Agreement:
 - a. "Authorized Users" means the directors, officers, and employees of Licensee that Licensee authorizes to use the Software, Data, Documentation, and Services.
 - b. "Batch(es)" means an excel in Licensor's template in which Licensee will document a trip number, tax identification number, NPI number, patient legal name, date of birth and address.
 - c. "Data," except as otherwise provided herein, means any of Licensor's or any third-party data vendor's digital data sets.
 - d. "Demographic Verification" means Licensor's software product that locates and/or corrects information regarding a patient's name, social security number, date of birth, address and/or telephone number for patients.
 - e. "Documentation" means all of the printed and digital materials provided by Licensor including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
 - f. "Insurance/MBI Discovery" means Licensor's software product that identifies potential 271 payer responses for the Licensee, including available payer information such as insurance eligibility, plan start date, co-payments, deductibles, coverage type, plan description details and the Medicare Beneficiary Identifier.



- g. "Insurance Verification" means Licensors' software product that identifies 271 payer responses for the Licensee, including available payer information such as insurance eligibility, plan start date, co-payments, deductibles, coverage type and plan description details for patients.
 - h. "Licensee Data" means data Licensee provides Licensors, including, without limitation, data for patients whom the Licensee has provided care, or, if the Licensee provides billing services or collection services on behalf of a healthcare provider, for patients to whom the healthcare provider has provided care
 - i. "Self-Pay Analyzer" means Licensors' software product that identifies patient propensity to pay, available credit, monthly household income, federal poverty level percentage, healthcare recovery score, collection accounts, trade accounts and employment records.
 - j. "Software" means the actual copy of all or any portion of Licensors' proprietary software technology, computer software code, components, web portal, dynamic link libraries (DLLs), underlying organization, object model, and programs delivered on any media, including any release provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, patches, hot fixes, sample code, sample application, sample extension, or merged copies permitted hereunder.
 - k. "Transaction" means each unique trip number provided to Licensors from Licensee in a Batch file. Transactions must be unique based on the date of service when a patient was provided care by Licensee.
 - l. "Retroactive Medicaid" means Licensors' software product that identifies the patient active Medicaid coverage by running recurring insurance verification checks following the date of service as set by Licensee during the time of implementation.
 - m. "Deductible Management" means Licensors' software product that identifies the patient insurance deductible. If the deductible has not yet been met, Licensors will alert the Licensee once the deductible has been met, or once the claim is near exceeding timely filing as set by Licensee upon the time of implementation. All timely filing alerts are pre-set by Licensors at ninety (90) days from the date of service. Licensee is responsible for any changes to the timely filing alerts.
2. Intellectual Property Rights and Reservation of Ownership. The Software, Data and Documentation are licensed and not sold under this Agreement. Licensors and its licensors own the Software, Data and Documentation, which are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. From the date of receipt, Licensee agrees to use reasonable means to protect the Software, Data, Services, and Documentation from unauthorized use, reproduction, distribution, or publication. Licensors and its licensors reserve all rights not specifically granted in this Agreement. Licensors and its third-party data licensors reserve the right to improve or make changes in



its offerings of the Services and its associated Software, datasets, or information at any time.

3. **Grant of License.** Subject to the terms of this Agreement, Licensor grants to licensee a personal, nonexclusive, nontransferable license to use the Software, Data and Documentation for which the appropriate license fees have been paid to Licensor during the term of this agreement as forth in the Statement of Work ("SOW") attached hereto as Exhibit A, and such further SOWs as the parties may execute ("License").
4. **Services.** Subject to the terms of this Agreement, Licensor agrees to perform the services for which the appropriate fees have been paid to Licensor during the term of this agreement as forth in the Statement of Work ("SOW") attached hereto as Exhibit A, and such further SOWs as the parties may execute ("Services").
5. **User Accounts.** Licensee must obtain user accounts for all users ("Authorized Users"), Licensee agrees to provide Licensor with the names and email addresses of all Authorized Users. Licensee acknowledges that Licensor may monitor Licensee's use of the Software and Services to ensure that it remains in compliance with this Agreement for the duration of the term. All persons using the Software or Services (with or without Licensee's authorization) will be bound by this Agreement and Licensee shall be responsible for all actions taken on its accounts.
6. **Usage Restrictions.** Authorized Users may only access the Software, Data and Services in connection with patients whom the Licensee has provided care, or, if the Licensee provides billing services or collection services on behalf of a healthcare provider, for patients to whom the healthcare provider has provided care. Users may not: (1) reverse engineer, decompile or disassemble Software, Services or their elements; (2) copy, alter, modify, adapt, translate or create derivative works from Software, Services or any portion of the Data; (3) make any of the Software, Services or Data available for third-party use; or (4) remove any copyright, trademark or other proprietary notices from the Software, Services or Data.
7. **Batches:** Upon execution of this Agreement, Licensee agrees to send Licensor a Batch encompassing all self-pay claims, not to exceed dates of service greater than three hundred and sixty-five (365) days, within ten (10) business days. Licensee will complete and send to Licensor Batches in the agreed upon method. Licensor will provide Licensee with the Batch excel template upon execution of this Agreement.
8. **Payment Terms.** Licensee shall pay an initial implementation and training fee of \$0 upon execution of the Agreement. Licensee agrees to complete and provide to Licensor an ACH authorization form (Exhibit D) to allow for automatic payment via ACH. Any overdue payments shall bear interest at the lesser of twelve percent (12%) per annum or the maximum rate allowed under applicable law, plus collections costs and attorneys' fees. Licensor may suspend or terminate Services if payment is past due and any suspension therefore shall not constitute a material breach of the terms of this agreement. Licensor will invoice Licensee each month for the prior month's transaction fees, if any, and the current month's monthly subscription fee on or about the 5th day of the month. Licensee's payment for any outstanding fees shall be due on the 15th of the month. In addition, Licensee will pay a \$500 penalty if any ACH draws are blocked or returned for insufficient funds.



9. Term. The Term of the Licenses and Services under this Agreement are set forth in a SOW the first of which is attached hereto as Exhibit A. This Agreement shall terminate when there are no active SOWs.
10. Confidentiality. Licensee acknowledges that the Software, Data, Documentation, and Services constitute property with intellectual property rights of substantial value to Licensor. Licensee agrees to take such security measures to prevent the unauthorized duplication, distribution, or use of Software, Data, Services or Documentation equal to that which Licensee uses to protect its own proprietary information, and in no event will such measures be less than commercially reasonable. Licensor acknowledges that Licensee data constitutes property with intellectual property rights of substantial value to Licensee. Licensee agrees to take such security measures to prevent the unauthorized duplication, distribution, or use of Licensor data and its elements to which Licensor has access equal to that which Licensor uses to protect its own proprietary information, and in no event will such measures be less than commercially reasonable. A party may disclose the other party's confidential information if required by any judicial or government request, requirement, or order, provided, however, that such party will promptly notify the other party of any such request, requirement, or order prior to disclosure, and will cooperate with the other party should the party contest any such request, requirement, or order.
11. Use and Retention of Licensee Data. Licensee agrees at all time to comply with the *Credit Services Addendum* entered into by the parties contemporaneous herewith and attached hereto and Exhibit B, the *Business Associate Agreement* ("BAA") entered into by the parties contemporaneous herewith and attached hereto and Exhibit C which are hereby incorporated in this Agreement by reference with the same force and effect as if set forth herein. If Licensee seeks to use Licensor's Software, Data, Documentation, or Services to access and analyze Licensee Data, Licensee: (i) represents that it has the right to provide such data to Licensor and will provide such data to Licensor in compliance with applicable legal requirements; (ii) appoints Licensor its agent and authorizes it to use, copy, store, modify and display Licensee Data through Licensor's Software, Data, Documentation, or Services for Licensee's benefit; and (iii) authorizes Licensor to access Licensee Data to provide quality assurance, perform software maintenance, and deliver Licensee Data, Services, and technical support. During the term of the Agreement and for thirty (30) calendar days after termination, Licensor will preserve and maintain Licensee Data and, upon written request, provide Licensee with a data file containing the Licensee Data for a commercially reasonable fee. Thereafter, Licensor will have no obligation to preserve or return any Licensee Data, but may preserve Licensee Data pursuant to its document retention policies.
12. Indemnification by Licensor. Licensor will defend, indemnify, and hold harmless Licensee against all claims and expenses, except as specifically excluded herein, arising from any third-party claim alleging that Licensor's Software, Data, Documentation, or Services infringe upon the United States copyright, trademark, or service mark rights of any third-party (an "Indemnified Claim"), if Licensee: (a) has used Licensor's Software, Data, Documentation, or Services, as the case may be, in full compliance with this Agreement; (b) promptly notifies Licensor of the claim; (c) allows Licensor to have sole control of the defense and settlement of an Indemnified Claim (though Licensee may participate in its own defense at its own expense); and (d) provides Licensor with the



authority, information and assistance that Licensor deems reasonably necessary for the defense and settlement of the Indemnified Claim. Licensee shall not consent to any judgment or decree or do any other act in compromise of any such Indemnified Claim without first obtaining Licensor's written consent. If an Indemnified Claim is brought or credibly threatened, Licensor shall have the option, at its sole expense, to obtain for Licensee the right to continue using Licensor's Software, Data, Documentation, or Services, or to modify Licensor's Software, Data, Documentation, or Services so that they become non-infringing. If neither of the foregoing remedies are commercially feasible, Licensee may terminate the Agreement for the infringing Software, Data, Documentation, or Services. The indemnity set forth in this Section shall be Licensee's sole and exclusive remedy for any intellectual property infringement claim arising out of Licensee's use of Licensor's Software, Data, Documentation, or Services.

13. Indemnification by Licensee. Licensee will defend, indemnify, and hold harmless Licensor against all claims and expenses arising from any third-party claim relating to the provision of Licensee Data to Licensor or for any violation of this Agreement or any other agreement with Licensor.
14. Limitation of Liability. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 6, 11, 12 AND 13, IN NO EVENT WILL THE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES EXCEED THE TOTAL SUBSCRIPTION AND TRANSACTION FEES PAID BY LICENSEE OR DUE FROM LICENSEE FOR THE AGREEMENT TERM TO WHICH THE CLAIM RELATES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 5, 12, 13 AND 14, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY IN CONTRACT, TORT, OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS, REVENUE OR DATA), EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF ANY PROVISION OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR HAVE ANY LIABILITY FOR CLAIMS RELATING TO BUSINESS DECISIONS MADE BY LICENSEE IN RELIANCE UPON THE SOFTWARE, DATA, DOCUMENTATION, OR SERVICES PROVIDED. For the avoidance of doubt, if there is any conflict between these Limits of Liability and the BAA, the BAA shall prevail.
15. Connectivity. Licensee is solely responsible for the selection and use of telecommunications, internet access, and any other systems and services required to access the Software, Data, Documentation, or Services and any charges associated therewith.
16. Limited Warranty and Disclaimer. Licensor makes no warranties with respect to Software, Data, Services, or Documentation if used in a manner not authorized herein. Licensee acknowledges that the information and data provided through the use of the Software and Services is derived from third-party sources, and that Licensor has not undertaken a separate investigation to confirm its validity. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO



HAVE ARISEN FROM CUSTOM, USAGE, OR THE COURSE OF DEALING BETWEEN THE PARTIES. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE, DATA, DOCUMENTATION AND SERVICE FUNCTIONABILITY WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS OR THAT THE OPERATION OF THE SOFTWARE, DATA, DOCUMENTATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT LICENSOR WILL CORRECT ALL SOFTWARE, DATA, DOCUMENTATION OR SERVICE ERRORS. IN ADDITION, LICENSOR DOES NOT WARRANT OR GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE SOFTWARE, DATA, DOCUMENTATION OR SERVICES AT ALL TIMES. YOU UNDERSTAND AND ACKNOWLEDGE THAT INTERNET CONGESTION AND OUTAGES, AS WELL AS MAINTENANCE, DOWNTIME, AND OTHER INTERRUPTIONS, MAY INTERFERE AT TIMES WITH YOUR ABILITY TO ACCESS THE SOFTWARE, DATA OR SERVICES. LICENSOR WILL USE GOODFAITH IN OBTAINING AND ASSEMBLING DATA FROM THIRD-PARTY SOURCES IT CONSIDERS RELIABLE BUT DOES NOT GUARANTEE THE ACCURACY NOR COMPLETENESS OF ANY DATA PROVIDED; MAKES NO REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD-PARTY DATA; AND DISCLAIMS ALL LIABILITIES ARISING THEREFROM OR RELATED THERETO. For the avoidance of doubt if there is any conflict with the terms of this Warranty and the BAA, the BAA shall prevail.

17. **Successor and Assigns.** Neither party will assign the Agreement without the other's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, (i) Licensor may assign this Agreement without Licensee's consent to an affiliate of Licensor, or to a successor to all or substantially all of its business, assets, and obligations; and (ii) upon written notice to Licensor, Licensee may assign this Agreement to a successor to all or substantially all of its business, assets, and obligations, provided (x) such entity is not deemed by Licensor to be a competitor of Licensor, and (y) such entity agrees in writing that it will be bound by the terms and conditions of this Agreement.
18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. No amendment, modification, extension, or cancellation of this Agreement shall be binding on the parties unless mutually agreed to and executed in writing by each of the parties.
19. **Force Majeure.** If the performance of Licensor under this Agreement is prevented, hindered, or otherwise made impractical by reason of flood, strike, war, acts of government, or any other casualty or cause beyond its control, then Licensor shall be excused from its performance to the extent and so long as it is prevented, hindered, or delayed by such event(s).
20. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Florida without regard to its conflict of laws provisions. Neither party will contest transfer of the suit to Federal jurisdiction.



- 21. Severability.** If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- 22. Notices.** All required notices will be delivered by reputable overnight delivery service to the principal place of business for each party as set forth herein.
- 23. Survival of Terms.** The terms set forth in Sections 10, 11, 12, 13 and 14 shall survive the expiration or termination of this Agreement.
- 24. Counterparts.** This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original.

NSURE HEALTHCARE SERVICES, INC.

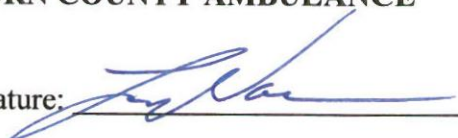
Signature: _____

Name: _____

Title: _____

Date: _____

BIG HORN COUNTY AMBULANCE

Signature:  _____

Name: _____

Title: _____

Date: _____



EXHIBIT A STATEMENT OF WORK

1. **Subscription.** Licensee shall pay Licensor a monthly subscription fee of \$659 which includes up to 75 demographic verification, 75 insurance/MBI discover, 100 insurance eligibility transactions per month; and
 - i. An individual transaction fee of \$3.99 per insurance/MBI discovery transaction for each transaction in excess of 75 per month.
 - ii. An individual transaction fee of \$0.99 per demographic verification transaction for each transaction in excess of 75 per month.
 - iii. An individual transaction fee of \$0.30 per retroactive Medicaid check.
 - iv. An individual transaction fee of \$0.30 per insurance verification for each transaction in excess of 100 per month.
 - v. An individual transaction fee of \$0.99 per self-pay analyzer transaction.

Licensor shall cancel any and all invoices sent to Licensee and refund any and all fees paid to Licensor in the event that Licensee is unable to offset the first subscription fee from active, billable insurance coverage uncovered during the initial clean-up batch. Licensor shall have the right to increase the subscription and transaction fees on renewal by providing written notice to Licensee at least one hundred and twenty (120) days prior to the renewal date. Prices shall increase annually by 3%.

2. **Contingency.** Licensee shall pay Licensor 10% of any and all payments Licensee receives from insurance companies when Licensee is advised of the underlying deductible and when to submit claims to such insurance companies so that the insurance deductible has been met, or forward progress has been made. If no forward progress has been made, and the claim is instead billed as self-pay, Licensor will receive no payment. Licensor will alert Licensee when said claim may be billed and get reimbursed from insurance, rather than self-pay (the patient).
3. **Term.** This Agreement will be in effect for a period of two (2) years. Notwithstanding the aforementioned, Licensor or Licensee may terminate this Agreement during the first ninety (90) days of the initial two-year term, with or without cause, by providing the other party written notice of its intent to cancel the Agreement. This Agreement will automatically renew for successive one (1) year terms unless sixty (60) days-notice is provided prior to the end of the term of this Agreement. Licensee shall be responsible for payment of all transaction fees incurred prior to termination and a prorated monthly subscription fee for the number of days the Agreement was in effect through the termination date.

Except as expressly provided herein, either party may only terminate this Agreement if the other party has breached a material term of the Agreement, and the breaching



party has failed to remedy such breach within thirty (30) calendar days following written notice of said breach. Upon any termination of this Agreement, Licensee shall immediately cease all use of the Software, Data and Services. If Licensee terminates this Agreement early without cause outside the first ninety days of the initial two-year term, Licensee agrees it will be responsible for payment of a termination fee equal to the greater of: (1) the subscription fee multiplied times the number of months remaining in the Agreement term; or (2) the Licensee's average monthly invoice for subscription and transaction fees during the current term multiplied by the number of months remaining in the Agreement term.

EXHIBIT B

CREDIT SERVICES ADDENDUM

1. The undersigned Licensee ("Licensee") desires to obtain demographic verification, credit and/or insurance eligibility Services from Nsure Healthcare Services, Inc. ("Licensor") pursuant to the following terms and conditions:

- i. With respect to each Licensee request for demographic verification, credit and/or insurance eligibility Services, Licensee and its employees shall comply with all applicable federal, state and local laws, statutes, rules and regulations including, but not limited to, Section (6802) (e) of the Gramm-Leach-Bliley Act ("GLB"), Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) and the United States Federal Trade Commission rules promulgated thereunder, the Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) ("DPPA") and similar and/or associated state laws and regulations governing the use and disclosure of drivers' license information, as they each may be respectively interpreted from time to time, by competent legislative, regulatory or judicial authority.
- ii. With respect to each Licensee request for demographic verification, credit and/or insurance eligibility Services, Licensee also hereby certifies that Licensee is the user of the Demographic Verification, Credit and/or Insurance Eligibility Services and that Licensee and its employees ("Licensees") will request, obtain and use such Demographic Verification, Credit and/or Insurance Eligibility Services only for the following Permitted Use ("Permitted Use"):

To use in the normal course of business to verify the accuracy of information submitted by the patient or guarantor and if it is not correct, to obtain the correct information, to protect against or prevent fraud, unauthorized or invalid claims, hardship qualification or other liability.

- iii. Licensee shall not request, obtain or use demographic verification, credit and/or insurance eligibility Services for marketing purposes nor for any other purpose, except as expressly provided herein. Moreover, Licensee shall not take any adverse action, which is based in whole or in part on the demographic verification or credit Services, against any consumer. For the purposes of this Agreement, the terms "adverse action" and "consumer" shall have the same respective meaning as those terms are defined in the FCRA.



- iv. In no event shall Licensee use the demographic verification or credit Services, in whole or in part, as a factor in establishing an individual's creditworthiness for (i) credit or insurance, or (ii) employment, nor for any other purpose under the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) ("FCRA").
- v. To the extent that the demographic verification or credit Services requested by Licensee utilizes, in whole or in part, Consumer Reports as defined in the FCRA, Licensee certifies that it will request and use each such requested demographic verification or credit Service for the permissible purpose certified below:

In connection with a transaction involving the individual on whom the information is to be furnished and involving the extension of credit to the individual.

- 2. Licensee expressly acknowledges and agrees that where the demographic verification or credit Services to be provided to Licensee under this Agreement utilizes Reference Services or Consumer Reports, Company, its Vendors, Suppliers and all Credit Reporting Agency data sources express no opinion regarding a Consumer's creditworthiness in rendering such demographic verification or credit Services. Moreover, in the event Licensee's requested demographic verification or credit Services utilize, in whole or in part, Consumer Reports, without limiting Licensee's obligations set forth elsewhere in this Agreement, Licensee shall comply with any and all adverse action notice requirements of the FCRA.

3. Consumer Reports and Reference Services:

- i. Demographic Verification via Reference Services: Licensee is a healthcare provider or provider agent and certifies it is obtaining demographic data for the aforementioned purpose in Section 1. iii) as being encompassed by Section (6802)(e) of the Gramm Leach-Bliley Act, Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) ("GLB") and the United States Federal Trade Commission rules promulgated thereunder and no other purpose.
 - ii. Credit Data via Consumer Reports: Licensee is a healthcare provider or provider agent and certifies it has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA").
- 4. Licensee certifies that Licensee shall use the demographic or consumer report data: (a) solely for the Licensee's certified use(s); and (b) solely for Licensee's exclusive one-time use. Licensee shall not request, obtain or use demographic or consumer report data for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Licensee's own data, or otherwise in any service



which is derived from the consumer reports or Reference Services. The consumer report data shall be requested by, and disclosed by Licensee only to Licensee's designated and authorized employees having a need to know and only to the extent necessary to enable Licensee to use the demographic data or Consumer Reports in accordance with this Agreement. Licensee shall ensure that such designated and authorized employees shall not attempt to obtain any demographic data or Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.

- i. Licensee will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
 - ii. With just cause, such as violation of the terms of the Licensee's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Licensee's agreement, Licensors may, upon its election, discontinue serving the Licensee and cancel all agreements immediately.
5. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
6. Licensee shall use each Consumer Report for a one-time use and shall hold the report in strict confidence, and not disclose it to any non-agent third parties; provided, however, that Licensee may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report data. Moreover, unless otherwise explicitly authorized in an agreement between Licensors and its Licensee, or as explicitly otherwise authorized in advance and in writing by a credit reporting agency through Licensors, Licensee shall not disclose to consumers or any non-agent third party, any or all such scores provided under such agreement, unless clearly required by law.
7. Licensee will request Scores only for Licensee's exclusive use. Licensee may store Scores solely for Licensee's own use in furtherance of Licensee's original purpose for obtaining the Scores. Licensee shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of Licensee with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Licensee who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Licensee and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.
8. Vermont Certification. When Licensee requests a consumer report on a Vermont resident, Licensee agrees to comply with Vermont law (including without limitation, 9



V.S.A. 2480e and 2480g). Licensee expressly agrees to obtain the consumer's consent before requesting a consumer report to the extent and in the manner required by Vermont law.

9. Agent Designation. Licensee hereby confirms and designates Licensor as Licensee's agent for the limited and sole purpose of, on Licensee's behalf, requesting, receiving, handling, processing and delivering to Licensee the Services.
10. Responsibilities of Billing Agent (if applicable): Billing Agents who operate independently from their healthcare provider clients in utilizing demographic or credit Services shall set the criteria for utilizing the Services and shall determine if and when to utilize the Services. The Billing Agent shall not provide nor share data results of the Services with any other third party, including but not limited to the Billing Agent's healthcare provider clients. The Billing Agent shall direct its provider clients to secure the written consent of their patients for the provider or Billing Agent to obtain a patient's consumer report, as part of the provider's conditions of admission or other related patient consent forms.

Acceptance: By signing below, each party accepts all terms and conditions. Any individual signing on behalf of Licensee warrants and represents that the individual executing this Agreement on behalf of Licensee has requisite knowledge, power and authority to execute this Agreement.

NSURE HEALTHCARE SERVICES, INC.

BIG HORN COUNTY AMBULANCE

Signature: _____

Name: _____

Title: _____

Date: _____

Signature:  _____

Name: Larry Vandersloot

Title: Commissioner

Date: 2/16/23



EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, between **Big Horn County Ambulance** ("the Licensee") and **Nsure Healthcare Services, Inc.** ("the Licensors") is executed for the purpose of ensuring that Licensors carry out its obligations to the Licensee in compliance with the privacy and security regulations pursuant to the Health Insurance Portability and Accountability Act of 1996, Subtitle F — Administrative Simplification, Sections 261, et seq., as amended ("HIPAA")(Pub. L. 104-191), including all pertinent regulations (45 CFR Parts 160 and 164 "Security and Privacy Regulations") issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information and Technology for Economic and Clinical Health Act (the "HITECH ACT"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

This Agreement encompasses Licensors' assurance to protect the confidentiality, integrity, and security of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided to the Licensee by Licensors, including any such information stored and transmitted electronically, referred to as electronic protected health information ("e-PHI").

Licensors agree that it shall:

- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b. Use appropriate and commercially reasonable safeguards to prevent use or disclosure of PHI except as permitted by this Agreement and all applicable laws;
- c. Work to mitigate, to the extent practicable, any harmful effect that is known to Licensors of a use or disclosure of PHI by Licensors in violation of this Agreement.
- d. Report to the Licensee any unauthorized use or disclosure of PHI not provided for by this Agreement of which Licensors become aware;
- e. Require that any agents or subcontractors to whom Licensors provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Licensors with respect to such PHI;
- f. Provide an accounting of all unauthorized uses or disclosures of PHI made by Licensors as required under the HIPAA privacy rule or any breach of unsecured PHI as required by the Security and Privacy Regulations within 60 days;
- g. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Licensors' and the Licensee's compliance with HIPAA and the Security and Privacy Regulations;



The specific uses and disclosures of PHI that may be made by Licensor on behalf of the Licensee include:

- h. Receipt and storage of e-PHI related to billing claims resulting from services provided by customers of the Licensee;
- i. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by customers of the Licensee;
- j. Transfer of e-PHI with claims data sent to carriers and insurers via electronic means including via use of a medical billing Clearinghouse.

Licensor shall assume the following obligations regarding electronic Protected Health Information (e-PHI):

- k. Licensor shall implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of the Licensee.
- l. Licensor shall require that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of the Licensee, agrees to implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of such e-PHI.
- m. Licensor agrees to alert the Licensee of any security incident (as defined by the HIPAA Security Rule) or breach (as defined by the Security and Privacy Regulations) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to the Licensee of any loss of data or other information system compromise as a result of the incident.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized agents.

NSURE HEALTHCARE SERVICES, INC.

BIG HORN COUNTY AMBULANCE

Agent: _____

Title: _____

Sign: _____

Date: _____

Agent:  _____

Title: Commissioner _____

Sign: _____

Date: 2/16/22 _____



EXHIBIT D

ACH AUTHORIZATION FORM

Licensee Information

Licensee Name: _____

Licensee Address: _____

Licensee City: _____ State: _____ Zip Code: _____

AP Contact: _____ Phone _____

AP Email Address: _____

Banking Information

Bank Name: _____

ABA Routing #: _____

Account #: _____

Account Type: ☐ Checking ☐ Savings
(Check One)

Licensee Authorization

Please sign below to confirm that you are authorizing to begin transferring payments for your invoices to/from the account mentioned above.

Signature

Printed Name

Title

Date

