BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS

121 3rd St W
Room 301
Hardin, MT 59034

BIG HORN COUNTY BOARD OF COUNTY COMMISSIONERS MINUTES
April 20, 2023
9:00 AM

1. Roll Call

Commissioner Real Bird, Presiding Officer, Commissioner Vandersloot, member and Commissioner Big Hair, member were all in attendance. Mike Opie, Accountant, Patti Medicine Horse, Ambulance Director, and Tom Ackerman, BHC News, were also in attendance.

2. Call to Order

Commissioner Real Bird, Presiding Officer calls meeting to order.

3. Claim Approvals

Commissioner Vandersloot entertained a motion to approve the Claims. The motion was seconded by Commissioner Big Hair and passed unanimously.

4. Approve Minutes and Supporting Documents

Commissioner Vandersloot entertained a motion to approve minutes from 3/30/23. The motion was seconded by Commissioner Big Hair and passed unanimously.

5. Old Business

6. New Business

Environmental Review two Ambulance reboxing.

Patti Medicine Horse, Ambulance Director, went over the Coal Board Grant Application. We have an ambulance currently waiting to be re-boxed. The cost is $318,000. In past practice the match was 1:1. It would be $159,000 to the coal board and $159,000 to the County. Commissioner Vandersloot entertained a motion to approve the Environmental Review. The motion was seconded by Commissioner Big Hair and passed unanimously.

Budget Adjustment

Mike Opie, Accountant, explains the budget adjustments. Adjustments made include the sheriff's office, no longer contracting with the hospital, Public Health's task orders, closing out DLA and CBDG to one account, the funds for the Heritage building since it's not part of the general fund, and the Sheriff's coal board grant. Commissioner Vandersloot asks about the Sheriff's and Detention's ammunition purchase mix up. Mike clarifies that a journal adjustment is not a budget adjustment. Commissioner Vandersloot entertained a motion to approve the budget adjustment resolution 2023-17. The motion was seconded by Commissioner Big Hair and passed unanimously.

Julie Pierce

County Attorney will be contracting out Julie Pierce to handle the juvenile case load. Commissioner Real Bird asks if we have money to pay for the contract. Mike explains that without the third full time deputy county attorney hired they can cover the cost. Commissioner Vandersloot entertained a motion to approve the contract with Julie Pierce. The motion was seconded by Commissioner Big Hair and passed unanimously.

Lumen Contract

Commissioner Vandersloot entertained a motion to approve the Lumen contract for 1 gig of internet for the new Ambulance Building. The motion was seconded by Commissioner Big Hair and passed unanimously.

Designated Agent form

This form will designate John R. Pugh as Big Horn County's representative for the recording of the Lodge Grass Transfer site subdivision. Commissioner Vandersloot entertained a motion to approve the designated agent form. The motion was seconded by Commissioner Big Hair and passed unanimously.

Healthy Montana Kids

This contract is allowing Kelsey Roebling, Public Health Nurse to accept payment from the state. Commissioner Vandersloot entertained a motion to approve the agreement. The motion was seconded by Commissioner Big Hair and passed unanimously.

7. Personnel

Lindsey Fox, Human Resources, presents a resignation letter from Elizabeth Other Medicine. They would like to advertise immediately for an administrative assistant instead of a Criminal Investigations Clerk. Commissioner Vandersloot entertained a motion to accept the resignation. The motion was seconded by Commissioner Big Hair and passed unanimously.

8. Public Comments

9. Discussion

10. Adjourn

There being no other business, the board adjourned.

Approved: DEB
George Real Bird III, Presiding Officer

Attest: Peri Schenderline
Peri Schenderline, Deputy Clerk & Recorder

ENVIRONMENTAL REVIEW CHECKLIST

NAME OF PROJECT:	Big Horn County Ambulance Chassis replacement
PROPOSED ACTION:	Replacement of two aging chassis for two ambulances
LOCATION:	**Hardin, Big Horn County** , Montana

Key Letter:
N: No Impact; **B:** Potentially Beneficial; **A:** Potentially Adverse; **P:** Approval/Permits Required; **M:** Mitigation Required

PHYSICAL ENVIRONMENT

Key		
N	1	Soil Suitability, Topographic and/or Geologic Constraints (e.g., soil slump, steep slopes, subsidence, seismic activity)
		Response and source of information:
		NOT APPLICABLE
Key	2	Hazardous Facilities (e.g., power lines, hazardous waste sites, acceptable distance from explosive and flammable hazards including chemical/petrochemical storage tanks, underground fuel storage tanks, and related facilities such as natural gas storage facilities & propane storage tanks)
N		*Response and source of information:*
		NOT APPLICABLE
Key	3	Effects of Project on Surrounding Air Quality or Any Kind of Effects of Existing Air Quality on Project (e.g., dust, odors, emissions)
N		*Response and source of information:*
		NOT APPLICABLE
Key	4	Groundwater Resources & Aquifers (e.g., quantity, quality, distribution, depth to groundwater, sole source aquifers)
N		*Response and source of information:*

Key Letter:		
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Key	5	Surface Water/Water Quality, Quantity & Distribution (e.g., streams, lakes, storm runoff, irrigation systems, canals)
N		*Response and source of information:*
		NOT APPLICABLE
Key	6	Floodplains & Floodplain Management (Identify any floodplains within one mile of the boundary of the project.)
N		*Response and source of information:*
		NOT APPLICABLE
Key	7	Wetlands Protection (Identify any wetlands within one mile of the boundary of the project.)
N		*Response and source of information:*
		NOT APPLICABLE
Key	8	Agricultural Lands, Production, & Farmland Protection (e.g., grazing, forestry, cropland, prime or unique agricultural lands) (Identify any prime or important farm ground or forest lands within one mile of the boundary of the project.)
N		*Response and source of information:*
		NOT APPLICABLE
Key	9	Vegetation & Wildlife Species & Habitats, including Fish and Sage Grouse (e.g., terrestrial, avian and aquatic life and habitats) https:\\sagegrouse.mt.gov
N		*Response and source of information:*
		NOT APPLICABLE
Key	10	Unique, Endangered, Fragile, or Limited Environmental Resources, Including Endangered Species (e.g., plants, fish or wildlife)
N		*Response and source of information:*

Key Letter:		
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		NOT APPLICABLE
Key	11	Unique Natural Features (e.g., geologic features)
N		*Response and source of information:*
		NOT APPLICABLE
Key	12	Access to, and Quality of, Recreational & Wilderness Activities, Public Lands and Waterways, and Public Open Space
N		*Response and source of information:*
		NOT APPLICABLE
HUMAN ENVIRONMENT		
Key	1	Visual Quality – Coherence, Diversity, Compatibility of Use and Scale, Aesthetics
N		*Response and source of information:*
		NOT APPLICABLE
Key	2	Nuisances (e.g., glare, fumes)
N		*Response and source of information:*
		NOT APPLICABLE
Key	3	Noise -- suitable separation between noise sensitive activities (such as residential areas) and major noise sources (aircraft, highways & railroads)
		Response and source of information:

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N		**NOT APPLICABLE**
Key	4	Historic Properties, Cultural, and Archaeological Resources
N		*Response and source of information:*
		NOT APPLICABLE
Key	5	Changes in Demographic (population) Characteristics (e.g., quantity, distribution, density)
N		*Response and source of information:*
		NOT APPLICABLE
Key	6	General Housing Conditions - Quality, Quantity, Affordability
N		*Response and source of information:*
		NOT APPLICABLE
Key	7	Displacement or Relocation of Businesses or Residents
N		*Response and source of information:*
		NOT APPLICABLE
Key	8	Public Health and Safety
		Response and source of information:

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N		**NOT APPLICABLE**
Key	9	Lead Based Paint and/or Asbestos
N		*Response and source of information:*
		NOT APPLICABLE
Key	10	Local Employment & Income Patterns - Quantity and Distribution of Employment, Economic Impact
N		*Response and source of information:*
		NOT APPLICABLE
Key	11	Local & State Tax Base & Revenues
N		*Response and source of information:*
		NOT APPLICABLE
Key	12	Educational Facilities - Schools, Colleges, Universities
N		*Response and source of information:*
		NOT APPLICABLE
Key	13	Commercial and Industrial Facilities - Production & Activity, Growth or Decline.
N		*Response and source of information:*
		NOT APPLICABLE
Key	14	Health Care – Medical Services

Key Letter:		
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N		*Response and source of information:* **NOT APPLICABLE**
Key	15	Social Services – Governmental Services (e.g., demand on)
N		*Response and source of information:* **NOT APPLICABLE**
Key	16	Social Structures & Mores (Standards of Social Conduct/Social Conventions)
N		*Response and source of information:* **NOT APPLICABLE**
Key	17	Land Use Compatibility (e.g., growth, land use change, development activity, adjacent land uses and potential conflicts)
N		*Response and source of information:* **NOT APPLICABLE**
Key	18	Energy Resources - Consumption and Conservation
N		*Response and source of information:* **NOT APPLICABLE**
Key	19	Solid Waste Management
N		*Response and source of information:* **NOT APPLICABLE**

Key Letter:		
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Key	20	Wastewater Treatment - Sewage System
N		*Response and source of information:*
		NOT APPLICABLE
Key	21	Storm Water – Surface Drainage
N		*Response and source of information:*
		NOT APPLICABLE
Key	22	Community Water Supply
N		*Response and source of information:*
		NOT APPLICABLE
Key	23	Public Safety – Police
N		*Response and source of information:*
		NOT APPLICABLE
Key	24	Fire Protection – Hazards
N		*Response and source of information:*
		NOT APPLICABLE
Key	25	Emergency Medical Services
N		*Response and source of information:*
		NOT APPLICABLE
Key	26	Parks, Playgrounds, & Open Space

Key Letter:		
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N		*Response and source of information:* **NOT APPLICABLE**
Key N	27	Cultural Facilities, Cultural Uniqueness & Diversity *Response and source of information:* **NOT APPLICABLE**
Key N	28	Transportation Networks and Traffic Flow Conflicts (e.g., rail; auto including local traffic; airport runway clear zones - avoidance of incompatible land use in airport runway clear zones) *Response and source of information:* **NOT APPLICABLE**
Key N	29	Consistency with Local Ordinances, Resolutions, or Plans (e.g., conformance with local comprehensive plans, zoning, or capital improvement plans) *Response and source of information:* **NOT APPLICABLE**
Key N	30	Is There a Regulatory Action on Private Property Rights as a Result of this Project? (consider options that reduce, minimize, or eliminate the regulation of private property rights.) *Response and source of information:* **NOT APPLICABLE**

		NOT APPLICABLE

Environmental Review Form

1. ***Alternatives: Describe reasonable alternatives to the project.***

No reasonable alternatives were identified. This is an ambulance chassis replacement project

2. **Mitigation: Identify any enforceable measures necessary to reduce any impacts to an *Insignificant level.*** *No enforceable measures were identified.*

3. **Is an EA or Environmental Impact Statement (EIS) required? Describe whether or not an EA or *EIS is required, and explain in detail why or why not.***

An EA or EIS is not required because the project primarily involves the acquisition of capital equipment. The acquisition of capital equipment is categorically exempt from Montana Environmental Policy Act (MEPA) review under Administrative Rules of Montana (ARM) 8.2.328(2).

4. **Public Involvement: Describe the process followed to involve the public in the proposed project and its potential environmental impacts. Identify the public meetings -- where and when -- the project was considered and discussed, and when the applicant approved the final environmental assessment.**

An Environmental Checklist for the project was completed and available for public review and comment at Big Horn County Commission Chambers located at 121 West 3rd Street Room 302 in Hardin, Montana, 59034. Written public comment was accepted until 5:00 P.M. on April 19th, 2023. Big Horn County Commissioners reviewed written public comment received, heard additional public comment, and accepted the level of environmental finding for the project at a public meeting on April 20, 2023 09:30 A.M. in Commission Chambers. A copy of the Legal Notice is attached to this form.

5. **Person Responsible for Preparing:** PATTI R MEDICINEHORSE AMBULANCE DIRECTOR

6. **Other Agencies: List any state, local, or federal agencies that have over-lapping or additional jurisdiction or environmental review responsibility for the proposed action and the permits, licenses, and other authorizations required; and list any agencies or groups that were contacted or contributed *Information to this Environmental Assessment (EA).***

No other agencies were contacted.

_____

Authorized Representative, Title

04.20.2023

Signature of Authorized Representative ***Date***

To accept the determination that <u>NOT APPLICABLE</u> is appropriate for the County of Big Horn MT, Ambulance Chassis replacement.

WHEREAS, the County of Big Horn MT has completed an assessment to identify potential environmental impacts to the Big Horn County Ambulance Chassis replacement

WHEREAS the draft Environmental Assessment was made available for public comment and the findings were presented and reviewed at a public meeting;

WHEREAS, no substantive public comment was received, (or public comment was received and responded to);

WHEREAS, the County of Big Horn MT has determined that the Ambulance Chassis replacement will not significantly affect the quality of the human environment and accordingly the County of Big Horn MT has determined an Environmental Impact Statement (or Environmental Assessment and EIS if project is Categorical Exclusion); is not necessary;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Big Horn MT as follows;

That County of Big Horn MT Montana adopts the final Environmental Assessment for the Ambulance Chassis replacement.

Passes and approved on this date of 4/20/23

Signed: [signature]

Name: Georges Real Bird MD

Title: County Commissioner

Date: 04.20.2023

Attested: Lori Schenderlein

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2023- 14

PREAMBLE:

A Resolution to approve the Mid-Year Budget Adjustment for fiscal year 2023.

RECITALS:

In accordance with MCA 7-5-2101(1), the board of county commissioners has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to represent the county and have the care of the county property and the management of the business and concerns of the county.

Pursuant to MCA 7-6-4006(4), the board of county commissioners may amend the budget during the fiscal year by conducting public hearings at regularly scheduled meetings. Budget amendments providing for additional appropriations must identify the fund reserves, unanticipated revenue, or previously unbudgeted revenue that will fund the appropriations.

It is necessary for the budget for fiscal year 2023 to be adjusted to include a net increase in appropriations offset by additional revenues not anticipated in the original budget. The proposed Mid-Year Budget Adjustment is attached as Exhibit A.

The Legal Notice, attached as Exhibit B, was published on April 6, 2023 and April 13, 2023 to give notice to the public that this matter would be heard on April 20, 2023.

THEREFORE:

The Board of Commissioners, Big Horn County, Montana, hereby approves the Mid-Year Budget Adjustment, attached as Exhibit A.

EFFECTIVE:

The Mid-Year Budget Adjustment shall be effective immediately.

ENACTED:

This 20th day of April, 2023, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA

George Real Bird III, Presiding Officer

Larry Vandersloot, Member

Lawrence Big Hair, Member

ATTEST:

Peri Schenderline
Clerk and Recorder - Deputy

MID YEAR BUDGET ADJUSTMENT 7-6-4006(3)MCA

Account	description	debit	credit
1000.000.000.440190.390	GF NURSING SVCS CONT SVC		163,146.78
1000.000.000.440400.350	GF MENTAL HEALTH PROF SVCS		4,000.00
1000.000.000.440400.390	GF MENTAL HEALTH CONT SVC		30,000.00
1000.000.000.440460.230	GF DEVELOP DISABLED REP/MAINT SUPPLIES		1,300.00
1000.000.000.521000.820	trans out	198,446.78	
2270.000.000.383000.000	Trans in		198,446.78
2270.000.000.440750.110	PUBLIC HEALTH SAL/WAGES	150,946.78	
2270.000.000.440750.120	PUBLIC HEALTH OVERTIME		
2270.000.000.440750.141	PUBLIC HEALTH FICA/MEDICARE		
2270.000.000.440750.142	PUBLIC HEALTH PERS CONT		
2270.000.000.440750.145	PUBLIC HEALTH SUTA		
2270.000.000.440750.146	PUBLIC HEALTH WORK COMP		
2270.000.000.440750.148	PUBLIC HEALTH/HEALTH INSURANCE		
2270.000.000.440750.200	PUBLIC HEALTH SUPPLIES	2,000.00	
2270.000.000.440750.220	PUBLIC HEALTH OPER SUPPLIES	31,000.00	
2270.000.000.440750.310	PUBLIC HEALTH POSTAGES	1,000.00	
2270.000.000.440750.330	PUB/SUB/DUES	1,200.00	
2270.000.000.440750.340	PUBLIC HEALTH UTILITIES	2,500.00	
2270.000.000.440750.350	PUBLIC HEALTH PROF SERV	4,800.00	
2270.000.000.440750.360	PUBLIC HEALTH REP/MAINT	1,000.00	
2270.000.000.440750.370	PUBLIC HEALTH TRAVEL	1,500.00	
2270.000.000.440750.380	PUBLIC HEALTH TRAINING	1,500.00	
2270.000.000.440750.390	PUBLIC HEALTH CONT SVC	1,000.00	
2270.000.000.440750.940	PUBLIC HEALTH EQ ^$5000		
2300.000.000.362000.000	fuss settlement		250,000.00
2300.000.000.510200.745	fuss settlement	250,000.00	
2971.000.000331141.000	BREAST FEEDING		50,000.00
2971.000.000.440170.110	WIC SAL/WAGES	42,250.00	
2971.000.000.440170.120	WIC OVERTIME		
2971.000.000.440170.141	WIC FICA/MEDICARE		
2971.000.000.440170.142	WIC PERS CONT		
2971.000.000.440170.145	WIC SUTA		
2971.000.000.440170.146	WIC WORK COMP		
2971.000.000.440170.148	WIC HEALTH INSURANCE		
2971.000.000.440170.200	WIC SUPPLIES		
2971.000.000.440170.340	WIC UTILITIES		
2971.000.000.440170.350	WIC PROF SERVICS		
2971.000.000.440170.390	WIC CONT SERVS		
2971.000.000.440750.110	BREAST FEEDING SAL/WAGES	7,750.00	
2971.000.000.440750.120	BREAST FEEDING OVERTIME		
2971.000.000.440750.141	BREAST FEEDING FICA/MEDICARE		
2971.000.000.440750.142	BREAST FEEDING PERS CONT		
2971.000.000.440750.145	BREAST FEEDING SUTA		
2971.000.000.440750.146	BREAST FEEDING WORK COMP		
2971.000.000.440750.148	BREAST FEEDING HEALTH INSURANCE		
2971.000.000.440750.200	PUBLIC HEALTH SUPPLIES		
2971.000.000.440750.220	PUBLIC HEALTH OPER SUPPLIES		
2971.000.000.440750.340	PUBLIC HEALTH UTILITIES		
2971.000.000.440750.370	PUBLIC HEALTH TRAVEL		
2971.000.000.440750.390	PUBLIC HEALTH CONT SVC		
2971.000.000.440750.940	PUBLIC HEALTH EQ ^$5000		
2969.000.000.521000.820	correction	24,700.48	
2969.000.000.440155.350	correction		24,700.48
2972.000.000.383000.000	correction		24,700.48
2972.000.000.440750.110	correction	24,700.48	
2974.000.000.331143.000	Public Health Task order		5,080.19
2974.000.000.440750.220	Public Health Task order	5,080.19	
2977.000.000.331990.000	Public Health Task order		127,178.00
2977.000.000.440190.110	Public Health Task order	127,178.00	
2978.000.000.331141.000	Public Health Task order		112,951.19
2978.000.000.440750.000	Public Health Task order	112,951.19	
2992.000.000.331990.000	ARPA ED		165,593.43

2992.000.000.411050.300	ARPA ED	165,593.43	
2979.000.000.331149.000	Public Health Task order		25,000.00
2979.000.000.440750.110	Public Health Task order	25,000.00	
2002.000.000.383000.000	Hearitage Building		200,000.00
2002.000.000.411200.340	Hearitage Building	200,000.00	
2894.000.000.411800.940	Hearitage Building		200,000.00
2894.000.000.521000.820	Hearitage Building	200,000.00	
2305.000.000.341021.000	Money Collected		2,700.00
2305.000.000.411120.350	Money Collected	2,700.00	
4017.000.000.331149.000	**correction DLA**		**300,000.00**
4017.000.000.420730.925	**correction DLA**	**300,000.00**	
4017.000.000.334142.000	**Correction CDBG**		**412,500.00**
4017.000.000.420730.925	**Correction CDBG**	**412,500.00**	
4050.000.000.334060.000	coalboard		90086
4050.000.000.420100.940	coalboard	90086	
1000.000.000.314000.000	Past Due Coal Tax- jail capital projects		831,185.74
1000.000.000.521000.820	Past Due Coal Tax- jail capital projects	831,185.74	
2110.000.000.314000.000	Past Due Coal Tax- jail capital projects		344,592.67
2110.000.000.521000.820	Past Due Coal Tax- jail capital projects	344,592.67	
2130.000.000.314000.000	Past Due Coal Tax- jail capital projects		36,801.15
2130.000.000.521000.820	Past Due Coal Tax- jail capital projects	36,801.15	
2190.000.000.314000.000	Past Due Coal Tax- jail capital projects		77,319.60
2190.000.000.521000.820	Past Due Coal Tax- jail capital projects	77,319.60	
2371.000.000.314000.000	Past Due Coal Tax- jail capital projects		110,775.00
2371.000.000.521000.820	Past Due Coal Tax- jail capital projects	110,775.00	
3010.000.000.314000.000	Past Due Coal Tax- jail capital projects		99,623.00
3010.000.000.521000.820	Past Due Coal Tax- jail capital projects	99,623.00	

LEGAL NOTICE

On April 20th,2023 at 10:00am Big Horn County will be adjusting the budget for fiscal year 2023. The adjustment will include a net increase in appropriations offset by additional revenues not anticipated in the original budget for fiscal year 2023. Any taxpayer or Resident may appear at the meetings and be heard for or against any part of the preliminary budget. For further information about the public meetings, please contact Michael Opie, Big Horn County Accountant at 406-665-9884.

Publish 4/6/2023 and 4/13/2023

CONTRACT ATTORNEY AGREEMENT

This AGREEMENT effective the 1st day of March, 2023, and memorialized this 20th day of April, 2023, pursuant to Montana Code Annotated [hereinafter MCA] §§ 7-5-2101, 7-4-2705 and including but not limited to Title 45, Title 41, Chapter 5, and Title 61 of the MCA, by and between Juli Pierce Law, PLLC hereinafter Juli Pierce Law, which has as its sole and managing member Juli M. Pierce, an attorney licensed to practice law in the State of Montana, hereinafter referred to as "Pierce," which has the mailing address of 301 N. 27th St., Suite 300, Billings, MT 59101, and Big Horn County, Montana, a political subdivision of the State of Montana, whose mailing address is P. O. Box 908, Hardin, MT 59034, hereinafter referred to as "the County."

RECITALS

WHEREAS, Juli Pierce Law's sole member is Pierce, an attorney licensed and authorized to practice law in the State of Montana, who meets the education, training, and experience requirements to prosecute criminal felony and misdemeanor matters and juvenile matters pursuant to MCA §§ 45-1-101 et seq, 41-5-101 et seq, and 61-1-101 et seq; and

WHEREAS, Pierce desires to provide prosecutorial services for criminal felony and misdemeanor matters, and juvenile criminal matters, to the County; and

WHEREAS, the County desires to contract with Pierce for the purpose of providing prosecutorial services in criminal felony and misdemeanor matters, and juvenile criminal matters, to the County; and

WHEREAS, Pierce will be an independent contractor paid in accordance with the terms of this Agreement, and no employee benefits will be provided to Pierce and no payroll or other taxes will be withheld as Pierce is an independent contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

I. RECITALS.
The foregoing recitals are true and correct.

II. SERVICES.
Pierce agrees to perform professional services prosecuting felony, misdemeanor, and juvenile matters for the County as provided herein.

III. STAFFING BY PIERCE.

Pierce shall recruit, interview, hire, train supervise and pay (including all necessary withholding) all personnel provided or made available by Pierce to render the services under this Agreement. Such personnel shall be licensed, certified, or registered, as appropriate, in their respective areas of expertise as required by applicable Montana Law.

IV. INDEPENDENT CONTRACTOR.

In the performance of Services, and in the exercise of such rights granted under this Agreement, Pierce and its member(s), agents, and employees, at all times, shall act and perform as independent contractors with respect to the County. None of the provisions of this Agreement shall be deemed or interpreted, for purpose of this Agreement, to create any relationships between County and Pierce and any other persons, including, but not limited to Pierce's member(s), agents, or employees, other than that of independent contractors. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between Pierce, its member(s), agents or employees and the County.

Without limiting the generality of the foregoing:

a. The Parties agree that PIERCE's member(s), agents, and employees, if any, are employees of PIERCE and are engaged in an independently established trade and practice and the County shall have no right to control or direct the details, manner or means by which services are performed. In performing services under this Agreement, the County shall have no control over or management authority with respect to PIERCE or its operations and services provided.

b. PIERCE shall report, for federal and state income tax purpose, all amounts received by it under this Agreement as income. PIERCE shall have responsibility for, and shall ensure that there is withholding of all federal and state income taxes, workers' compensation insurance unemployment insurance tax, Social Security tax and other withholding for its member(s) and employees providing services under this Agreement, with respect to payments made to PIERCE from revenues PIERCE receives under this Agreement or from other permitted sources.

c. Any person furnishing services under this Agreement will be member(s), employees of, or contracted to, PIERCE.

V. PIERCE'S DUTIES AND RESPONSIBILITIES.
PIERCE shall:

a. Promulgate legal protocols deemed needed in the professional judgment of PIERCE to render services hereunder.

b. As needed, communicate with personnel of any law enforcement and Youth Court Services personnel by any means necessary and available. To that end, PIERCE shall, to the extent technology allows, to be available, on a 24 hour / 365 day a year, by means of a cellular phone. Notwithstanding the foregoing, it is understood and agreed that PIERCE will be available to provide services under this Agreement approximately ninety percent (90%) of the time because PIERCE is not required to always be in a location where PIERCE can be contacted.

c. Prepare the documents and make the initial filings for all criminal (felony, misdemeanor, and juvenile filing) referred by the Big Horn County Sheriff's Office, the Hardin Police Department, the Bureau of Indian Affairs, the Federal Bureau of Investigation, Youth Court Services, or any other law enforcement agency or entity referring matters to Big Horn County. Immediately following the initial filing PIERCE shall communicate with the Office of the County Attorney and a determination will be made by the Office of the County Attorney whether PIERCE or another attorney will be substituted for PIERCE as counsel of record. It will then be the task of counsel of record to prosecute, to the extent needed in the sole judgment of counsel of record, the matter. Prosecution shall include but not be limited to the timely filing with the Court of all needed documents, the making of all appearances in Court and appearances as deemed necessary by counsel of record. Nothing herein shall be construed to require the consent of PIERCE or to prevent an attorney allowed to act from preparing and making the initial filings for any criminal matter, whether that be juvenile, misdemeanor, or felony matters.

d. Where PIERCE cannot prosecute an individual matter due to a conflict of interest or other concern, PIERCE shall immediately notify the County Attorney of such in order to ensure sufficient case coverage.

e. PIERCE agrees to not provide counsel or representation to any criminal defendants in juvenile, misdemeanor, or felony criminal matters in Big Horn County that create an actual conflict of interest.

VI. COMPENSATION.

a. PIERCE shall be compensated at a flat rate of $4,000.00 per month, with invoices paid within 10 days following receipt.

b. PIERCE shall be compensated at $250/hour for any criminal juvenile, misdemeanor, or felony matters where she will act as Special Deputy County Attorney and continue with the prosecution of the matter from the inception/initial charging of the case through to the end of a jury trial and/or sentencing hearing. This shall be in addition to the flat rate for evaluating and charging cases.

c. Additionally, County shall reimburse PIERCE for all costs, including postage, publication, and GSA rate mileage for business relating to the duties required by this Agreement. It is understood and agreed that all other expenses, including but not limited to staff wages, copies, and phone charges, are part of PIERCE's office overheard and are not reimbursable by County. All reimbursable expenses must be set forth in the monthly claim for fees set forth above.

d. All monies paid to PIERCE by virtue of this Agreement, whether the obligation arises under this Clause, VI, or otherwise shall be paid from the budget of the County Attorney.

VII. INSURANCE.

PIERCE shall maintain during the term of this Agreement the following insurance coverage for all its member(s) and employees:

a. Professional liability with a limit of no less than One Million Dollars ($1,000,000.00) per claim, and providing that should PIERCE default in any manner under said insurance policy that County be notified by the insurer. It is understood and agreed that PIERCE's insurance policy is primary to any other valid and collectible insurance available. For any claims related to this Agreement, PIERCE's insurance coverages shall be primary insurance as respects the County, its elected officials, employees and attorneys. Any insurance or self-insurance maintained by the County, its elected officials, employees, or attorneys shall be excess of PIERCE's insurance and shall not contribute with it. PIERCE shall, at the time of the execution of this Agreement, provide County Certificates of Insurance indicating that it meets the requirements herein.

b. As it regards any of PIERCE's insurance policies which are in the nature of claims made policies, including but not limited to Professional Liability Policies, PIERCE shall, at its sole expense, carry insurance

that allows a claim to be made at least three (3) years after the termination of this Agreement. This provision shall survive the termination of this Agreement.

c. Workers' compensation coverage in the statutory amounts as required by Montana law, unless PIERCE provides certificates of exemption from the State of Montana for all of its employees.

VIII. INDEMNIFICATION.

PIERCE and PIERCE's member(s) at their own expense, shall indemnify, defend and hold harmless the County from any and all claims arising out of or relating to personal injury (including death), civil rights violations, or property damage caused by any negligence, error, omission, default, or willful misconduct of PIERCE, its members(s), employees, or subcontractors. This provision shall survive the termination of this Agreement.

IX. TERM and RENEWAL.

This Agreement shall be effective on the date hereof through December 31, 2023, and may be renewed by mutual understanding of the parties. PIERCE's agreement to indemnify and hold harmless County and the provisions contained in paragraphs VII and VIII shall survive the termination of this agreement. Unless PIERCE is in default under this Agreement, PIERCE shall be paid for all work performed prior to the termination of this Agreement.

X. GOVERNING LAW and VENUE.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Montana and Big Horn County, Montana shall be the venue for any legal action between the parties.

XI. PUBLIC RECORDS.

The parties acknowledge the County, as a political subdivision of the State of Montana, is required to comply with Montana Laws regarding public disclosure including, but not limited to MCA §§ 2-3-101 et seq and 2-6-1001 et seq.

XII. MODIFICATION and TERMINATION.

a. This Agreement may be modified or terminated at any time by mutual written agreement between both the County and PIERCE.

b. It is understood that if either party fails to comply with the terms of this Agreement, the other party may terminate this Agreement by providing thirty (30) days written notice of its intent to terminate.

Provided, however County may terminate this Agreement without notice upon Pierce no longer being the sole and managing member of PIERCE.

c. Either party may terminate this Agreement, without cause, by giving no less than thirty (30) days written notice to the other party of its intent to terminate.

d. In the event of termination for any reason whatsoever PIERCE will at the sole option of County cooperate in any transition for a period not to exceed two (2) months during which time PIERCE will receive the same compensation as provided for herein. In such event, for all purposes under this Agreement the date of termination shall be the date that two (2)-month transition period ends.

XIII. NOTICES.

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

PIERCE:	Juli M. Pierce JULI PIERCE LAW, PLLC 301 N. 27th St., Suite 301 Billings, MT 59101
County:	Big Horn County Commissioners P.O. Box 908 Hardin, MT 59034
Copy to:	Big Horn County Attorney P.O. Box 908 Hardin, MT 59034

XIV. EQUAL PARTIES.

County and PIERCE acknowledge and agree that the parties are experienced and competent business professionals who have been given an opportunity to consult with an attorney concerning this Agreement. Therefore, no provision of this Agreement, including any amendment or addendum, shall be construed against the party who drafted this Agreement.

XV. THIRD-PARTY BENEFICIARY.

With the exception of the Big Horn County Attorney, this Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the parties.

XVI. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS.

County and PIERCE each respectively understand 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 the Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act [PL 111-48, 124 Stat. 119], if applicable, MCA 18-5-401, 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 Safe Grouse Conservation Strategy. In accordance with MCA 49-3-207, and Executive Order No. 04-2016, PIERCE 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.

XVII. LIMITS OF CONTRACT.

This instrument contains the entire Agreement between the parties, and no statements, or promises of inducements made by either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except as provided by written agreement of the parties.

XVIII. ASSIGNMENT, TRANSFER, and SUBCONTRACTING.

a. PIERCE agrees not to assign or transfer any work contemplated under this Agreement without prior written consent from the County. PIERCE further agrees not to transfer controlling interest in PIERCE without written consent of the County. PIERCE further agrees not to enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the County. The consents and/or approvals required under this clause may be withheld at the sole discretion of the County.

b. This Agreement is binding upon the successors and assigns of the parties as if mentioned in each particular.

IN WITNESS THEREOF: County and PIERCE, by and through its sole member, Pierce, have executed this Agreement on this _____day of April 2023.

JULI PIERCE LAW, PLLC

JULI M. PIERCE

BIG HORN COUNTY
BOARD OF COMMISSIONERS

GEORGE REAL BIRD III,
PRESIDING OFFICER

LAWRENCE BIG HAIR,
MEMBER

LARRY VANDERSLOOT,
MEMBER

Attest:

Clerk and Recorder - Deputy

Approved as to Form and Content:

Jeanne Torske, County Attorney 4/14/23 Date

b. This Agreement is binding upon the successors and assigns of the parties as if mentioned in each particular.

IN WITNESS THEREOF: County and PIERCE, by and through its sole member, Pierce, have executed this Agreement on this _____day of April 2023.

JULI PIERCE LAW, PLLC

JULI M. PIERCE

BIG HORN COUNTY
BOARD OF COMMISSIONERS

GEORGE REAL BIRD III, CHAIR

LAWRENCE BIG HAIR

LARRY VANDERSLOOT

Attest:

Clerk and Recorder - Deputy

Approved as to Form and Content:

Jeanne Torske, County Attorney Date

Document No. DOC-0001207820
Scenario: SM10344653

LUMEN®

Customer Information and Contract Specifications

Customer Name: BIG HORN COUNTY - MT
Account Number: 3-A67625

Currency: USD
Monthly Recurring Charges (MRC): $1,400.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
117 2ND ST W HARDIN MONTANA 59034 2102 UNITED STATES	**Dedicated Internet Access**	New	36	1				
	- Standard Delivery - To the MPoE (Customer Provided)							
	Access - On Net	New	36	1			$770.00	$0.00
	- Bandwidth = GigE							
	- Access Sub Bandwidth=1000 Mbps							
	IP Port			1	$0.00	$0.00	$0.00	$0.00
	IP Logical			1	$630.00	$0.00	$630.00	$0.00
	- Billing Method=Flat Rate							
	- Peak Data Rate = 1000 Mbps							
	Subtotal						**$1,400.00**	**$0.00**
	Totals						**$1,400.00**	**$0.00**

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third

parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: http://www.lumen.com/ancillary-fees.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end point's for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit http://www.lumen.com/taxes.

8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at https://www.centurylink.com/business/login/) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at http://www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular

location to complete the connection.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

LUMEN®

Signature Block

Customer: BIG HORN COUNTY - MT
Total MRC: $1,400.00 **Total NRC: 0**
Signature:
Name: GEORGE ROAN BIRD MD
Title: COUNTY COMMISSIONER
Date: 04.20.2023

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 04-12-2023

BIG HORN COUNTY SUBDIVISION APPLICATION
DESIGNATED AGENT SIGNATURE FORM

I designate: John R. Pugh (PLS 15626), as my representative for purposes of the Application, Preliminary Plat and Final recording of the Lodge Grass Transfer Station Minor Subdivision, which is owned by the County of Big Horn, Big Horn County, Montana.

Name, address, and telephone number of designated agent:
Stahly Engineering and Associates, C/O John R. Pugh
851 Bridger Drive, Ste 1, Bozeman, Montana, 59715
406-522-8594

Name, Address, and telephone number of Owner/Representative.
Big Horn County, C/O George Real Bird III
P.O. Box 908, Hardin, Montana, 59034
406-665-9700

George Real Bird III
Printed Name of Owner/Representative

Signature of Owner/Representative

STATE OF MONTANA)
):ss
County of Big Horn)

On this 21ST day of April, 2023, before me the undersigned, a Notary Public for the State of Montana, personally appeared **George Real Bird III (Big Horn County Commission)**, known to me to be the Authorized representative of Big Horn County and the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the within instrument for and on behalf of Big Horn County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of Montana

Dulcie N. Bear Don't Walk
(Printed Name)

Residing at: Lodge Grass, MT

My Commission expires 2/28/2024

DULCIE N. BEAR DON'T WALK
NOTARY PUBLIC for the
State of Montana
Residing at Lodge Grass, Montana
My Commission Expires
February 28, 2024

BIG HORN COUNTY SUBDIVISION APPLICATION
DESIGNATED AGENT SIGNATURE FORM

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George Real Bird III
Printed Name of Owner/Representative

Signature of Owner/Representative

STATE OF MONTANA)
):ss
County of Big Horn)

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Notary Public for the State of Montana

Dulcie N Bear Don't Walk
(Printed Name)

Residing at: Lodge Grass, MT

My Commission expires 2/28/2024

DULCIE N. BEAR DON'T WALK · NOTARIAL SEAL · STATE OF MONTANA

DULCIE N. BEAR DON'T WALK
NOTARY PUBLIC for the
State of Montana
Residing at Lodge Grass, Montana
My Commission Expires
February 28, 2024

APPENDIX B

BIG HORN COUNTY APPLICATION FOR SUBDIVISION

A. GENERAL INFORMATION	
Name of Subdivision	LODGE GRASS TRANSFER STATION MINOR
Location (nearest town)	LODGE GRASS
Address (if any current)	NOT DETERMINED
Legal Description (1/4 section)	E2E2SE4NE4, SECTION 13, T6S, R35E, PMM, BIG HORN COUNTY, MONTANA
Name of Owner(s)	BIG HORN COUNTY (C/O George Real Bird III)
Address	P.O. BOX 908, HARDIN, MT. 59034
Phone	406-665-9700
Name of Agent	STAHLY ENGINEERING (C/O John R. Pugh, PLS 15626)
Address	851 BRIDGER DR. SUITE 1, BOZEMAN, MT. 59715
Phone	406-522-8594
Surveyor	JOHN R. PUGH
Address	851 BRIDGER DR. SUITE 1, BOZEMAN, MT. 59715
Phone	406-522-8594
Engineer	DAX SIMEK
Address	2223 MONTANA AV., STE 201, BILLINGS, MT. 59101
Phone	406-601-4055

B. DESCRIPTIVE DATA	
Total area in acres	10.11 ACRES
Number of lots or rental spaces and total acreage of lots	(2) WITH LOT 1 AT 3.33 AC. AND LOT 2 AT 6.76 AC.
Total acreage of lots	10.11 ACRES
Minimum size of lots	3.35 ACRES
Maximum size of lots	6.76 ACRES
Total acreage in roads	N/A
Total acreage in parks, open space, and/or common facilities	N/A
Current Land Use	SOLID WASTE TRANSFER STATION AND ROAD DEPARTMENT MILLINGS STORAGE AREA
Existing Zoning	N/A
Existing Covenants, Easements, Rights of First Refusal, or Deed Restriction	N/A
(Type and Description)	N/A
School District	LODGE GRASS K-12
Public Road Access	STATE HIGHWAY 463
Fire Department that Services the Property	LODGE GRASS VOLUNTEER FIRE DEPT.
Type of Water Supply System N/A	_____Individual well _____Individual cistern _____Individual surface water supply or spring _____Shared well (2 connections) _____Multiple-user water supply system (3-14 connections and fewer than 25 people) _____Service connection to multiple-user system _____Service connection to public system _____Extension of public main _____New public system (15 or more connections or serving 25 or

	more people)
Type of Wastewater Treatment System N/A	_____Individual wastewater treatment system _____Number of bedrooms (3 bedrooms will be used if unknown) _____Shared wastewater treatment system (2 connections) _____Multiple-user system (3-14 connections and fewer than 25 people.) _____Service connection to multiple-user system _____Service connection to public system _____Extension of public main _____New public system (15 or more connect. or serving 25 or more)
Solid Waste Disposal Site	(NOT OPEN) LODGE GRASS TRANSFER STATION

Proposed Use and Numbers of Lots or Spaces	_____Residential, single family _____Residential, multiple family Number of units _____ _____Type of multiple family structure (e.g., duplex)_____ Number of units_____ _____Planned unit development Number of units _____ _____Condominium Number of units _____ _____Mobile home park Number of units _____ _____Recreational vehicle park Number of units _____ _____Commercial or industrial _____Other (please describe) **LOT 1 (Trans Station), LOT 2 (Millings Storage)**

C. APPLICATION MATERIALS	
TBD	The following materials must be included with the application. The applicant is advised to carefully review the requirements of Section V (Design and Improvement Standards) to ensure that the materials adequately address and conform to the requirements of that section. Fifteen (15) copies of this application, with each copy including all required materials and information, must be submitted to the Subdivision Administrator. The copies should be bound in sets, ready for distribution. All copies of the plat, and other oversize material shall be folded to approximately 8.5-9 inches x 11 inches in sets ready for distribution.
Identify location of item in the application by page # or other	**Required Item**
	The required fee. See the fee schedule. Review fee = $2,300 for Preliminary Plat and other fees to be determined as needed.
N/A	Signed Consent to Subdivide Forms (as applicable). (Use form in Appendix D. Signatures must be notarized.)
	Title Guarantee.

	Adjoining Property Owner Information. Certified list of adjoining property owners each purchaser of record under contract for deed of property immediately adjoining the land included in the plat and addresses, and property description (including those areas across public rights-of-way and/or easements). Application must include a vicinity map showing the ownership of lands adjacent to the subdivision.
	If the subdivision is proposed for review as the first minor subdivision from a tract of record, the application must include documentation that the subdivision qualifies as a first minor subdivision.
N/A	Environmental Assessment (for major subdivisions) – See Appendix C for form
N/A	OR
	Summary of the Probable Impacts (for first minor subdivisions only) – See Appendix J for form
(N/A)	Water and Sanitation Information (N/A, None proposed)
	Storm Water Drainage Plan (2009 Plan??)
(N/A)	Water Rights Disposition. The applicant must provide information on existing water rights and how they will be allocated or otherwise distributed. (Refer to requirements in Section V.) If there are no water rights associated with the property, the application should include a statement to that effect and provide associated documentation.
	Legal Access. Describe the legal access to the subdivision. Identify the public road or roads that will provide legal access to the subdivision. Provide copies of easements or proposed easements to provide legal access to the subdivision, if applicable.
	Fire Suppression Plan. (Refer to requirements in Section V—the plan must meet the requirements of this section.)
	Weed Management Plan. A Weed Management and Revegetation Plan approved by the Weed Department for control of weeds upon preliminary plat approval and during construction of improvements.
See Attachments as Needed	Documentation that subdivider has submitted the subdivision application materials to public utilities, agencies of local, state, and federal government, and any other entities identified during the pre-application meeting. Include copies of any responses from those agencies.
(N/A)	Restrictive Covenants and Property Owners' Association Articles of Incorporation and Bylaws. If common property is being dedicated to a property owners' association or otherwise to be maintained or operated by the association, this information must be submitted. (Refer to Section V for requirements.) If no covenants or property owners' association is being

	proposed, a statement to that effect should be included in the application.
(N/A)	Subdivision Improvements Agreement (SIA). If the applicant is proposing to complete required improvements after final plat, an SIA and Financial Guarantee must be drafted and conform to the requirements of these subdivision regulations. (See Section III-C-4 and use the forms in Appendix G). If no improvements are proposed after final plat, the application should include a statement to that effect.
See Preliminary Plat	Drafts of appropriate certificates. (See Preliminary Plat)
N/A	If the tract of land is to be subdivided in phases, the subdivider must provide an overall development plan indicating intent for the development of the remainder of the tract.
(N/A)	If the subdivision does not meet the design criteria of Section V, a written request for a variance must be included with the application. (Refer to Section VIII-B for information on what should be included in a variance request.)
(Reduced)	A copy of each oversized map and plat sheet reduced to 8.5 inches x 11 inches or 11 inches x 17 inches.
(24x36)	Preliminary Plat. This should be prepared to conform to the requirements in Appendix A.

I hereby affirm that all the statements and information contained herein, and the statements and information contained in all exhibits transmitted herewith, are true. I hereby apply to the Big Horn County Commission for approval of the preliminary plat of this subdivision and grant permission for County Officials and reviewing agency officials to enter the subject property described above.

I understand that it is my responsibility to provide surveyors, engineers, and attorneys with dates of meetings, copies of staff report, board reports, and findings of fact. The Big Horn County Subdivision Administrator will provide the above reports to a duly designated agent, rather than to me, if such agent is identified on the first page of this application form.

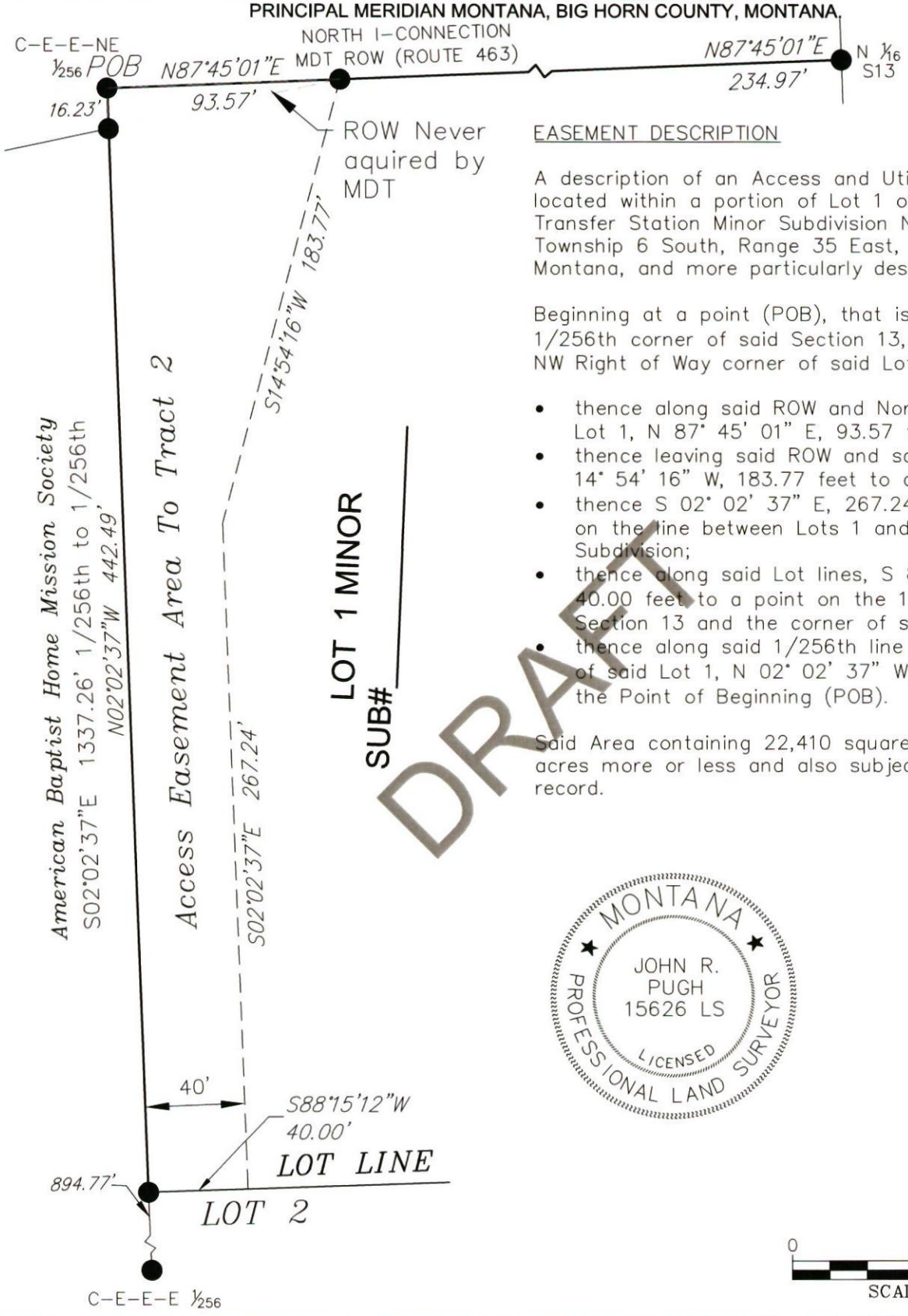
NOTE: All owners of record, and all those with a recorded interest in the parcel to be subdivided (e.g., mortgagors and lienholders) must sign the application form or a "Consent to Subdivide Form" that must be included with this application.

GRB III 04.20.2023 GEORGE REAL BIRD III

Owner/Representative of Record Date Print Name

EXHIBIT

AN ACCESS AND UTILITY EASEMENT FOR INGRESS AND EGRESS WITHIN A PORTION OF LOT 1 OF THE LODGE GRASS TRANSFER STATION MINOR SUBDIVISION NO. _____, TOWNSHIP 6 SOUTH, RANGE 35 EAST, PRINCIPAL MERIDIAN MONTANA, BIG HORN COUNTY, MONTANA.



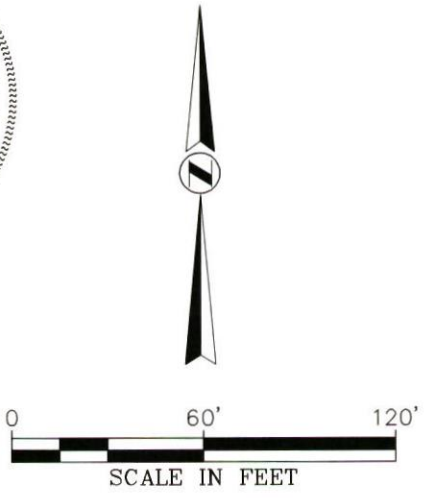
EASEMENT DESCRIPTION

A description of an Access and Utility Easement located within a portion of Lot 1 of the Lodge Grass Transfer Station Minor Subdivision No. _____, Township 6 South, Range 35 East, Big Horn County, Montana, and more particularly described as:

Beginning at a point (POB), that is the CEENE 1/256th corner of said Section 13, that is also the NW Right of Way corner of said Lot 1;

- thence along said ROW and North Line of said Lot 1, N 87° 45' 01" E, 93.57 feet to a point;
- thence leaving said ROW and said North line, S 14° 54' 16" W, 183.77 feet to a point;
- thence S 02° 02' 37" E, 267.24 feet to a point on the line between Lots 1 and 2 of said Minor Subdivision;
- thence along said Lot lines, S 88° 15' 12" W, 40.00 feet to a point on the 1/256th line of said Section 13 and the corner of said Lots 1 and 2;
- thence along said 1/256th line and the west line of said Lot 1, N 02° 02' 37" W, 442.49 feet to the Point of Beginning (POB).

Said Area containing 22,410 square feet or 0.51 acres more or less and also subject to easements of record.



STAHLY ENGINEERING & ASSOCIATES
PROFESSIONAL ENGINEERS & SURVEYORS
www.seaeng.com
2223 MONTANA AVE. STE. 201 BILLINGS, MT 59101 Phone: (406)601-4055
3530 CENTENNIAL DR. HELENA, MT 59601 Phone: (406)442-8594 Fax: (406)442-8557
851 BRIDGER DR. STE. 1 BOZEMAN, MT 59715 Phone: (406)522-9526 Fax: (406)522-9528

EXHIBIT
ACCESS AND UTILITY EASEMENT

OWNER: BIG HORN COUNTY

BIG HORN COUNTY, MONTANA

FIELD:	JP,RR,BK,RH
DRAWN:	JP
CHECKED:	RR
DATE:	03-29-23

BLUE CROSS AND BLUE SHIELD OF MONTANA

PARTICIPATING HEALTHY MONTANA KIDS PROVIDER AGREEMENT

This agreement made and entered into on the day and year set forth below, by and between Blue Cross and Blue Shield of Montana ("BCBSMT"), a division of Health Care Service Corporation, a Mutual Legal Reserve Company, located at 3645 Alice Street, Helena MT 59601, and Big Horn County Public Health Dept. ("Participating Provider"), a Local Government Healt Dept. whose address is 809 N. Custer Ave., Hardin, MT 59034-1311.

WITNESSETH

That for and in consideration of the Agreement by BCBSMT to make payment directly to the undersigned Participating Provider for services rendered by Participating Provider to Healthy Montana Kids Enrollees, the undersigned Participating Provider covenants and agrees as follows:

1. Definitions

For purposes of this Agreement and all of its attachments, the following terms will have the meanings set forth below:

Allowable Fee: the lower of the Participating Provider's charge or the allowances established for services provided by Participating Providers established by BCBSMT and modified from time to time.

Covered Benefits: those services for which BCBSMT will reimburse the Participating Provider under this Agreement as set forth in Attachment B.

Credentialing Criteria means the rules and regulations that govern BCBSMT's Credentialing and Recredentialing process for the HMK Program. The applicable Credentialing and Recredentialing Criteria will be consistent with the applicable Montana and federal statutes, rules and regulations, including, without limit, the CMS Medicaid requirements for provider screening and enrollment requirements as outlined under 42 Code of Federal Regulations 455 Subpart E.

Emergency Care: health care items and services furnished or required to evaluate and treat an emergency medical condition.

Emergency Medical Condition: a condition manifesting itself by symptoms of sufficient severity, including severe pain that the absence of immediate medical attention could reasonably be expected to result in any of the following:

a. the enrollee's health would be in serious jeopardy;
b. the enrollee's bodily functions would be seriously impaired; or
c. a bodily organ or part would be seriously damaged.

Health Care Services means services for the diagnosis, prevention, treatment, care or relief of a health condition, illness, injury, or disorder.

Healthy Montana Kids Enrollee: a child who has been certified by the Montana Department of Public Health and Human Services as eligible for Healthy Montana Kids and whose name appears on BCBSMT's enrollment information.

Healthy Montana Kids: formerly called the Children's Health Insurance Plan (CHIP), a plan administered by the Montana Department of Public Health and Human Services under Title XXI of the Social Security Act.

Individual Provider means an employee/partner/member of Participating Provider that also performs Health Care Services. Individual Provider does not include "allied" providers, as defined by BCBSMT policies and procedures.

Medically Necessary: Health care services that a Physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

a. in accordance with generally accepted standards of medical practice;
b. clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and
c. not primarily for the convenience of the patient, Physician, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

Prescription: a generic or name-brand drug prescribed by a qualified provider.

Prime Contract: The Healthy Montana Kids contract between BCBSMT and the Montana Department of Public Health and Human Services.

Prior Authorization: approval granted for payment purposes by BCBSMT.

Provider Manual means BCBSMT policies, procedures, and guidelines as set forth in a manual as supplemented by written materials, including BCBSMT provider correspondence and the BCBSMT website, which may be revised from time to time. In the event of a conflict between the Provider Manual and the terms of this Agreement, the terms of this Agreement shall apply.

Urgent Care: medical care necessary for a condition that is not life-threatening but that requires treatment that cannot wait for a regularly scheduled clinical appointment because of the prospect of the condition worsening without timely intervention.

2. Credentialing and Recredentialing. Participating Provider agrees to cooperate and to require each Individual Provider to cooperate with BCBSMT in compliance with all applicable Credentialing Criteria established by the BCBSMT Credentialing Committee. Participating Provider understands and agrees that an Individual Provider may not begin participating under this Agreement until said Individual Provider is credentialed by BCBSMT and approved for participation. Participating Provider agrees that BCBSMT may terminate participation of any Individual Provider under this Agreement if said Individual Provider fails to meet BCBSMT Credentialing Criteria or any applicable licensing requirements. The Credentialing Criteria is available in the Provider Manual. Participating Provider understands and agrees that any Individual Provider that is not required to be credentialed under BCBSMT's Credentialing Criteria must be and remain licensed in said Individual Provider's discipline, and if not, will not be allowed to participate under this Agreement.

3. Warranties. The Participating Provider warrants that he/she (a) maintains the necessary licenses to provide health care services in the State of licensure and is practicing his/her profession wholly within the scope of such license; (b) has not been suspended or terminated from either the Medicaid or the Medicare program in any other state; and (c) is not, if applicable, has no shareholder, director, officer, partner, member, person with beneficial ownership of more than 5 percent of Participating Provider's equity, employee, consultant, agent, or subcontractor, that is suspended, debarred, or otherwise prohibited from participating in procurement activities funded with federal monies or from entering into or participating in a federally funded contract.

4. Disciplinary Action. The Participating Provider agrees to notify BCBSMT within five business days from the Participating Provider's receipt of notice of any disciplinary proceedings of sufficient gravity to be reported to or initiated by the applicable State Board of Examiners of any state in which the Participating Provider is licensed, any action brought against the Participating Provider by any professional society or facility acting through its professional staff, directors, trustees or otherwise, or any action taken against a Participating Provider by any governmental agency. Participating Provider agrees to immediately notify BCBSMT of any circumstance which may materially impair the Participating Provider's ability to perform under this Agreement, including, but not limited to, the following:

a. any action or lapse of Participating Provider's license, controlled substance permit, medical staff membership, clinical privileges, or certification for or participation in Medicare or Medicaid;
b. any felony information or indictment naming the ParticipatingProvider;
c. any final disciplinary action involving the Participating Provider before any administrative agency; or
d. any cancellation or material modification of the Participating Provider's professional liability insurance.

Upon request by BCBSMT, the Participating Provider agrees to provide copies of any documents filed or prepared in connection with any proceeding listed above.

5. Provision of Covered Benefits. Participating Provider will provide Covered Benefits as set forth on Attachment B to Healthy Montana Kids Enrollees in accordance with the same standards and within at least the same time availability as provided to his or her other patients. Participating Provider shall also assist BCBSMT in monitoring accessibility of care for Healthy Montana Kids Enrollees, including scheduling of appointments and waiting times. Participating Provider agrees to schedule appointments for Healthy Montana Kids Enrollees in a manner which, if applicable, appropriately takes into account the reason for each appointment and which complies with the following requirements of the Prime Contract:

a. Urgent care appointments must be available within 24 hours of date Healthy Montana Kids Enrollee contacts Participating Provider or BCBSMT.
b. Appointments for non-urgent care with symptoms must be available within 10 calendar days of date Healthy Montana Kids Enrollee contacts Participating Provider or BCBSMT;
c. Appointments for immunizations must be available within 21 calendar days of date Healthy Montana Kids Enrollee contacts Participating Provider or BCBSMT;

d. Appointments for routine or preventative care must be available within 45 calendar days of date Healthy Montana Kids Enrollee contacts Participating Provider or BCBSMT.

6. Provider Services. Participating Provider shall provide Healthy Montana Kids Enrollees only those services that he/she customarily and usually provides to other parties and which services are specifically required under this Agreement. Participating Provider may limit the number of Healthy Montana Kids Enrollees to whom he/she provides Covered Benefits. Participating Provider shall not refuse to accept a Healthy Montana Kids Enrollee as a patient on the basis of race, color, religion, sex, age, national origin, health status, or medical condition of the patient; provided, however Participating Provider should not render services because the Participating Provider's lack of training, skill, or experience or because of restrictions on the Participating Provider's license. This provision is not intended to prevent Indian Health Services from applying eligibility criteria established by federal law.

7. Group Participation. If Participating Provider is comprised of a group of licensed health care providers, Participating Provider represents and warrants that it is duly authorized to enter into this Agreement on behalf of such Individual Providers and has the authority to bind its Individual Providers. Participating Provider understands and agrees that any Individual Provider that is not allowed to participate under this Agreement will be treated as a nonparticipating provider by BCBSMT and compensated accordingly.

8. Individual Providers. Participating Provider must list all current Individual Providers on the Provider List (Attachment A).

9. Referrals. Participating Provider agrees to make medically necessary specialty, secondary, or tertiary care referrals promptly and within the list of participating providers contained in the BCBSMT Provider Directory. Participating Provider understands that there are no Covered Benefits for services provided by non-participating providers and that BCBSMT is not responsible for payment of services rendered by a non-participating provider.

10. Records. Participating Provider shall maintain the usual and customary records in accordance with all applicable federal and state statutory and regulatory requirements for each Healthy Montana Kids Enrollee in the same manner as for other patients of Participating Provider. Such records shall be the property of Participating Provider, but shall be made available to BCBSMT as allowed under applicable state and federal law or as otherwise required to comply with the Prime Contract.

11. Authorization for Benefits. Participating Provider agrees to notify BCBSMT in advance and obtain authorization for all inpatient admissions of Healthy Montana Kids Enrollees, except in the case of Emergency Care. In the case of Emergency Care admissions, Participating Provider agrees to notify BCBSMT orally or in writing of a Healthy Montana Kids Enrollee's admission within twenty-four hours of the admission. Certain outpatient procedures may also be subject to prior authorization pursuant to BCBSMT protocols. Failure to obtain prior authorization may result in a notice to the Participating Provider or the Participating Provider's fee(s) being disallowed.

12. Submission of Bills. Participating Provider will make every effort to submit all bills for services rendered to Healthy Montana Kids Enrollees within ten days from the end of the month in which the service was rendered. All billings by the Participating Provider will be considered final

unless adjustments are requested in writing by the Participating Provider within thirty days after receipt of payment explanation from BCBSMT. No payment will be made for a claim submitted more than 365 days after the provision of the Covered Benefit. Participating Provider will not bill for any service required by or provided to Healthy Montana Kids Enrollees as part of free appropriate public education requirements under state or federal law.

13. Payment in Full. The Participating Provider agrees to accept as full payment for services rendered, without charge to Healthy Montana Kids Enrollees, 80% of the Allowable Fee. The Participating Provider agrees to bill the Healthy Montana Kids Enrollee only for allowable copayments, if applicable, as identified in Attachment B and for noncovered services for which the Healthy Montana Kids Enrollee has agreed to pay in writing in advance of the delivery of the specific services. The Participating Provider further agrees not to balance bill the HealthyMontana Kids enrollee or family for amounts other than the allowed copayment amounts, if applicable, or noncovered service charges.

14. Services Not Covered Under Plan. BCBSMT will not pay for services that are not Covered Benefits. The Participating Provider agrees to notify the Healthy Montana Kids Enrollee, in advance of providing any noncovered service, that the service is not a Covered Benefit.

15. Provider Reimbursement Procedure. The Participating Provider agrees to comply with the reimbursement and billing procedures as required by BCBSMT. The Participating Provider understands and agrees that, prior to payment, a complete claim form must be submitted to BCBSMT for services provided to Healthy Montana Kids Enrollees. The Participating Provider thereafter will receive payment within thirty days from BCBSMT. The Participating Providerwill bill BCBSMT only for Covered Benefits personally performed by the Participating Provider and other professional employees of the Participating Provider. Payment by BCBSMT to the Participating Provider shall be subject to such regulations as may from time to time be adopted by BCBSMT with respect to the furnishing of services to Healthy Montana Kids Enrollees, payments to Participating Providers for such services, utilization standards, and other matters of mutual interest.

16. Billing Forms. The Participating Provider will use only HCFA 1500 claim forms to bill for services rendered. The Participating Provider will submit completed forms to BCBSMT electronically unless otherwise agreed to by BCBSMT. The Participating Provider agrees to cooperate in completing such forms and not to charge for this service.

17. Coordination of Benefits. The Participating Provider agrees to cooperate with BCBSMT in coordination of benefits and provide BCBSMT relevant information relating to any other coverage held by a Healthy Montana Kids Enrollee and to abide by the coordination of benefits, subrogation, and duplicate coverage policies and procedures of BCBSMT. The Participating Provider consents to the lawful release of medical information by BCBSMT which is necessary to accomplish coordination of benefits.

18. Adjustments.

a) Participating Provider agrees to notify BCBSMT within one (1) year of receipt of duplicate payments, overpayments, or otherwise incorrect payments. Subject to the restrictions of this provision, both parties agree that any payment of a claim may be adjusted due to the discovery of underpayments or overpayments or because of retroactive terminations

or denials of coverage. Both parties shall have the right, within one (1) year after the day of any payment by BCBSMT of a claim to Participating Provider, to review and adjust, or request an adjustment to, such claims; provided however, the one (1) year time period shall not apply or restrict either party's ability to adjust or to request an adjustment of the claims (i) for fraud; (ii) for intentional misrepresentation; (iii) under the Blue Cross Blue Shield Association BlueCard Program; (iv) under the Federal Employee Program; (v) for Medicare claims; and (vi) for other-party liability claims (e.g., workers' compensations, subrogation, third party liability) after the one (1) year time period.

b) In the event that BCBSMT determines an overpayment, including a duplicate payment, has been made, Participating Provider agrees to make repayment promptly to BCBSMT when requested. In the event that Participating Provider does not repay BCBSMT within thirty (30) days of the request for repayment, Participating Provider agrees to allow overpayments to be deducted from future payments, for the same or different member, with an explanation of the action taken.

19. Access to Premises. Participating Provider shall provide BCBSMT, the State of Montana, and any other legally authorized governmental entity, or their authorized representatives, the right to enter the Participating Provider's premises or other places where services under this Agreement are performed, upon reasonable notice and during normal business hours, to inspect, monitor, or otherwise evaluate the services performed.

20. Healthy Montana Kids Enrollee Complaints. Complaints by Healthy Montana Kids Enrollees shall be resolved in accordance with the applicable complaint policies and procedures as promulgated by BCBSMT pursuant to the Prime Contract. A copy of the complaint policies and procedures is available upon request. If Participating Provider receives a complaint from a Healthy Montana Kids Enrollee, Participating Provider agrees to promptly refer the Healthy Montana Kids Enrollee to BCBSMT for appropriate resolution of the complaint. If BCBSMT receives any complaints regarding Participating Provider, BCBSMT will promptly notify Participating Provider. Participating Provider agrees to cooperate fully with BCBSMT in the investigation and resolution of any Healthy Montana Kids Enrollee complaint under the complaint policies and procedures adopted by BCBSMT.

21. Other Notification Regarding Healthy Montana Kids Enrollees. Participating Provider agrees to promptly notify BCBSMT if Participating Provider becomes aware that a Healthy Montana Kids Enrollee:

a. was hospitalized on the date the HealthyMontana Kids Enrollee's initial enrollment under the Plan became effective;
b. has become eligible for Medicaid or Medicare;
c. has obtained other insurance coverage;
d. has committed acts of physical or verbal abuse that pose a threat to providers or other Healthy Montana Kids Enrollees under the Plan;
e. has allowed a non-Healthy Montana Kids Enrollee to use the BCBSMT-issued Healthy Montana Kids Enrollee identification card to obtain services;
f. has moved outside Montana;
g. has become financially ineligible for the Healthy Montana Kidsprogram;
h. is unable to establish or maintain a satisfactoryprovider-patient relationship with the provider responsible for the Healthy Montana Kids Enrollee's care, in which case

BCBSMT will assist with the transfer of the Healthy Montana Kids Enrollee to another participating provider;

i. is incarcerated in a criminal justice institution; or

j. has reached his/her 19th birthday;

22. Reporting Changes of Provider Information. Participating Provider shall use Participating Provider's best efforts to notify BCBSMT in writing at least thirty calendar days prior to any change in Participating Provider's business address, payment address, business telephone number, office hours, tax identification number, state license number, or DEA registrationnumber.

23. Healthy Montana Kids Enrollee Identification. Each Healthy Montana Kids Enrollee will be provided with an identification card indicating his/her participation in Healthy Montana Kids. The identification card will also indicate whether the copayment requirements in Attachment B are applicable to the individual Healthy Montana Kids Enrollee.

24. Policies, Rules, and Regulations. Participating Provider agrees to be bound by all of the policies, rules, and regulations, including complaint policies and procedures, adopted by BCBSMT from time to time in connection with the Healthy Montana Kids program as they relate to this Agreement and any amendments to it. The Provider Manual is hereby incorporated into this Agreement by reference, and BCBSMT will provide Participating Provider with access to the Provider Manual. Copies of these policies, rules, and regulations will be provided on request. Participating Provider also agrees to be bound by all state and federal laws and regulations which are applicable to the performance of this Agreement pursuant to the Prime Contract.

25. Maintenance of Records. Participating Provider will retain medical and all related administrative and financial records of Healthy Montana Kids Enrollees for a period of five years, or three years from the termination date of this Agreement, whichever is longer. Participating Provider will make the records available to BCBSMT and governmental agencies with regulatory authority during regular business hours within eighteen days of when Participating Provider receives a BCBSMT written request from BCBSMT. The 18-day time period may be shortened in cases of suspected fraud and/or abuse or as required by the Prime Contract. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

26. Access to Records. Subject to applicable disclosure and confidentiality laws, Participating Provider will upon request provide BCBSMT or any duly designated third party with reasonable access to medical records, books, and other records and papers of Participating Provider relating to Covered Benefits provided to Healthy Montana Kids Enrollees, and to the cost thereof, and to payments received by the Participating Provider from Healthy Montana Kids Enrollees (or from others on their behalf), during the term of this Agreement and thereafter for a period in conformance with Paragraph 25 and any applicable requirements of state and federal law. Participating Provider will provide BCBSMT with all records necessary to carry out BCBSMT's utilization review and quality assurance programs. Upon reasonable request, Participating Provider will also provide BCBSMT with records and information necessary for compliance with any state or federal regulatory requirements or the Prime Contract, or for underwriting and/or administrative purposes in connection with the Healthy Montana Kids program. The provisions of this paragraph shall not waive or limit any restriction on release or disclosure of patient records established in any other provisions of the Agreement or as otherwise required by law.

27. Government Access to Records. Participating Provider agrees that authorized representatives of the state of Montana and the U.S. Department of Health and Human Services shall have access during normal business hours to examine any directly pertinent books, documents, papers, and records involving the provision of services to Healthy Montana Kids Enrollees under this Agreement until the expiration of three years from the termination or expiration date of this Agreement, whichever is longer.

28. Proprietary Information. Participating Provider may, from time to time, receive clearly marked proprietary information from BCBSMT. Participating Provider agrees that such information will be kept confidential and, unless otherwise required by law, will not be disclosed to any person except as authorized by BCBSMT in writing.

29. Term. The term of this Agreement shall begin on the date Participating Provider is credentialed by BCBSMT, if applicable, or the date that this Agreement is executed, whichever is later, and shall remain binding until properly terminated as allowed herein.

30. Termination by Notice. Either party may terminate this Agreement by giving the other party sixty (60) days' written notice.

31. Termination by BCBSMT. This Agreement may be terminated by BCBSMT immediately, or on shortened notice, for cause. Cause for termination includes, but is not limited to, the following:

a. Material failure to perform the requirements of this Agreement. BCBSMT shall give Participating Provider written notice of his/her failure, and if the deficiency is one that can be corrected, Participating Provider shall be given thirty days to correct such deficiency. If the deficiency is not cured, this Agreement shall terminate upon expiration of the thirty-day correction period. If the deficiency by its nature cannot be corrected, this Agreement shall terminate at the expiration of the thirty-day written notice period.

b. Receipt by BCBSMT of notice from Participating Provider as required by paragraph 4 or the occurrence of one of the events about which Participating Provider is required to give notice pursuant to paragraph 4. Termination may be effective immediately.

c. Termination of the Prime Contract, including termination of any contract which constitutes an amendment or replacement thereof. Termination under this provision shall be effective as of the effective date of termination of the Prime Contract, or any later date designated by BCBSMT in the notice oftermination.

d. A reduction in or the termination of federal or state funding for the Prime Contract or the Healthy Montana Kids Program, a reduction, for any reason, of the appropriations from the state budget for the Healthy Montana Kids Program, or an across-the-board budget reduction affecting the Montana Department of Public Health and Human Services.

32. Continued Care After Termination. BCBSMT shall promptly make reasonable and medically appropriate arrangements for the continued care of Healthy Montana Kids Enrollees upon

termination of this Agreement. Until such arrangements have been made, Participating Provider shall, unless directed otherwise by BCBSMT, continue to provide care or treatment to Healthy Montana Kids Enrollees then under his/her care or treatment and shall be paid for all such Covered Benefits at the amounts and in the manner set forth in this Agreement. Participating Provider shall cooperate with BCBSMT to ensure a smooth transition for Healthy Montana Kids Enrollees from Participating Provider to another participating provider if necessary.

33. No Third-Party Beneficiary. BCBSMT and Participating Provider do not intend to create in any third party a right to enforce this Agreement or to claim losses or damages under this Agreement.

34. Independent Contractor. The Participating Provider understands that services are provided to Healthy Montana Kids Enrollees in the capacity of independent contractor.

35. No Guarantee of Utilization. The Participating Provider understands that BCBSMT does not warrant or guarantee that Participating Provider will be utilized by any Healthy Montana Kids Enrollee or any number of Healthy Montana Kids Enrollees.

36. Consent to Publication. The Participating Provider consents to the publication of name, profession, specialty if appropriate, and location, as written above, from time to time by BCBSMT in its list of Participating Healthy Montana Kids Providers and any other publication it deems appropriate. BCBSMT may use such information in advertising and marketing materials and to provide members' information regarding other Participating Providers. Participating Provider authorizes BCBSMT to publicly release general cost, utilization, and other information consistent with BCBSMT's consumer transparency programs.

37. Quality Improvement. The Participating Provider agrees to participate with the Healthy Montana Kids program and other Participating Providers in quality improvement, quality assurance, cost containment, utilization review, and peer review activities as BCBSMT may reasonably request or which may be required under the Prime Contract.

38. Arbitration. The Participating Provider agrees that this Agreement is controlled by the Prime Contract, a copy of which is available on request. In the event that any claim or controversy arising out of or relating to this Agreement, or any claimed breach thereof, cannot be resolved by the parties in the normal course of business, it will be referred for mediation or arbitration in accordance with the commercial dispute arbitration rules of the American Arbitration Association or such other rules as may be agreed to by the Parties. Such arbitration will be subject to the provisions of the Montana Uniform Arbitration Act, Title 27, Chapter 5, MCA.

Arbitration may be initiated by any party by making a written demand for arbitration on the other party. The parties will endeavor to agree upon an arbitrator, but if no arbitrator has been designated by mutual agreement within thirty days after demand, each party will designate an arbitrator within forty days after the original demand for arbitration and give written notice of such designation to the other. Within ten days after these notices have been received, the two arbitrators so selected will select a final arbitrator and give notice of the selection to BCBSMT and the Participating Provider. The final arbitrator will hold a hearing and decide the matter within thirty days after having been so designated.

The parties will share equally the fee of the final arbitrator, but each party will pay the fee of the arbitrator which it chooses as well as the costs of its own counsel and technical or consulting support in connection with the arbitration. Any arbitration proceeding will be held in Helena, Montana.

39. Insurance. Participating Provider will maintain at his/her own expense such policies of malpractice insurance as shall be necessary to insure the Participating Provider and his/her employees against claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of professional services by the Participating Provider. Minimum coverage will include $1,000,000 per incident and $2,000,000 in the aggregate. In addition, Participating Provider shall maintain at his/her own expense liability insurance (including, general liability, and errors and omissions of directors and officers, if applicable), fidelity bonding for persons handling funds, workers' compensation insurance, unemployment insurance, and other insurance of any kind for providing services under this Agreement. BCBSMT shall procure and maintain such insurance as required by current applicable federal and state law to comply with the Prime Contract.

40. Relationship of BCBSMT to Association. The Participating Provider hereby expressly acknowledges his/her understanding that this Agreement constitutes an Agreement between the Participating Provider and BCBSMT, which is a division of Health Care Service Corporation, a Mutual Legal Reserve Company (HCSC); that HCSC is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting BCBSMT to use the Blue Cross and Blue Shield Service Marks in the state of Montana, and that BCBSMT is not contracting as the agent of the Association. The Participating Provider further acknowledges and agrees that the Participating Provider has not entered into this Agreement based upon representations by any person other than BCBSMT and that no person, entity, or organization other than BCBSMT shall be held accountable or liable to the Participating Provider for any BCBSMT obligations to the Participating Provider created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSMT other than those obligations created under other provisions of this Agreement.

41. Assignment. This Agreement, being intended to secure the services of and be personal to the Participating Provider, shall not be assigned, sublet, delegated, or transferred by either party without the prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, that BCBSMT may transfer, assign, delegate, or extend, all or part of its rights and/or obligations under this Agreement to any of its direct and indirect subsidiaries, affiliates, or companies under common control with BCBSMT.

42. Confidentiality. Participating Provider agrees that information concerning HealthyMontana Kids Enrollees shall be kept confidential and shall not be disclosed to any person except as authorized by state and federal law. This confidentiality provision shall remain in effect notwithstanding any subsequent termination or expiration of this Agreement.

43. Modification. This Agreement may be amended or modified in writing as mutually agreed upon by the parties. In addition, either party may modify any provision of this Agreement upon thirty days' prior written notice of such modification if the other party fails to object to such modification, in writing, within the thirty-day notice period. In the case of modificationswhich

materially affect the responsibilities of the second party, the second party shall have the right to terminate this Agreement upon thirty days' written notice to the party requesting the modifications, such notice to be received no more than thirty days after such modifications are requested. Amendments required by legislative, regulatory (including, but not limited to Amendments made to the Prime Contract or this Agreement by the Montana Department of Health and Human Services), or other legal authority do not require the consent of BCBSMT or the Participating Provider and will be effective immediately upon the Participating Provider's receipt of notice of amendment.

44. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been included, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the invalid provision is not material to the overall purpose and operation of this Agreement.

45. Waiver. The waiver by either party of any breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder will not operate as a waiver of such right. All rights and remedies provided herein are cumulative, provided all rights and remedies of the Participating Provider, if any, shall be solely against BCBSMT and not against the Montana Department of Health and Human Services.

46. Entire Contract. This Agreement, including Attachments A and B, which are incorporated herein by reference, contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

47. Notice in General. Whenever in this Agreement either party is permitted or required to notify the other, such notice will be in writing and hand-delivered or sent by certified mail, return receipt requested, postage prepaid, to BCBSMT or to Participating Provider at the respective addresses stated on the first page of this Agreement.

48. Contingency. If BCBSMT and the Montana Department of Public Health and Human Services do not enter into the Prime Contract for any reason, this Agreement between BCBSMT and Participating Provider will be null and void, and neither party will be responsible for any performance required by the Agreement. In addition, the effective date for the provision of services required under this Agreement is subject to automatic modification without the consent of Participating Provider should the Prime Contract effective date be changed.

IN WITNESS WHEREOF, the foregoing Participating Healthy Montana Kids Provider Agreement between BCBSMT and Participating Provider is entered into by and between the undersigned parties this_____day of_____, 20_____.

BLUE CROSS AND BLUE SHIELD OF MONTANA

By: David W. Lechner, M.D.

_____
Signature

Title Vice President, Health Care Delivery and Chief Medical Officer

Date _____

PARTICIPATING PROVIDER (or Authorized Representative)
Signator hereby executes this Agreement on behalf of the attached list of providers who agree to be bound by its terms. (Attach list of providers on whose behalf this Agreement is entered.)

By: George Real Bird III
(Please print)

Signature

Title Presiding Officer--Board of Big Horn County Commissioners

Date 04.20.2023

Group Name Big Horn County Public Health

Tax ID 88-2447339

NPI 1265567838

ATTACHMENT A
BENEFITS UNDER THE HEALTHY MONTANA KIDS PLAN

Provision of Covered Benefits

BCBSMT shall provide third party administrative services for all Medically Necessary Covered Benefits specified in the HMK Evidence of Coverage - available at http://dphhs.mt.gov/HMK.aspx.