

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is dated July 23, 2020

and is between TOWNSEND HEALTH SYSTEMS, INC., d/b/a BILLINGS CLINIC BROADWATER, a Montana nonprofit corporation ("**Contractor**"), and BROADWATER COUNTY SHERIFF'S OFFICE, a political subdivision of the State of Montana ("**County**").

Contractor is a critical access hospital and rural health clinic that provides health care services in Townsend, Montana.

The County is a political subdivision of the State of Montana as described in Title 7, chapter 1, part 21 of the Montana Code Annotated and provides governmental services, including the operation of a detention center ("**Detention Center**").

The County wants to engage Contractor, and Contractor want to provide to County, certain professional services at the Detention Center.

The parties agree as follows:

1. **Description of Services.** The County hereby engages Contractor to perform the services described in Exhibit A (the "**Services**"). Contractor hereby agrees to perform the Services.
2. **Location and Schedule.** Contractor shall provide the Services at the location and times described in Exhibit B.
3. **Use of Premises.** The County shall provide a secure, dedicated workspace for Contractor at the Detention Center conducive Contractor providing the Services.
4. **Security.** The County shall provide a safe working environment for Contractor's employees, representatives, and agents ("**Agents**") while the Agents are providing the Services. The County shall employ commercially reasonable means to ensure the Agents' safety at all times including, upon request and when otherwise warranted, providing security personnel to remain in the Agents' workspace during the interaction between the Agent and any detainee at the Detention Facility.
5. **Term of Services.** Contractor shall begin providing the Services on July 23, 2020

and shall continue to provide the Services for a period of one year. This agreement will renew for subsequent one-year terms until terminated.

6. **Termination.** Either party may terminate this agreement upon 30 days' written notice to the other party.

10. **Maintenance of Contract Information.** Both parties shall keep all records relating to the performance of contract services under this Agreement for a period of at least the greater of: (i) that required by any applicable state or federal law, rule or regulation; or (ii) four (4) years. To the extent required by Section 1861 (v)(1)(I) of the Social Security Act, each party, upon written request, shall make available to the Comptroller General, the Secretary of Health and Human Services, and/or their duly authorized representatives, a copy of this Agreement and access to the books, documents, and records necessary to certify the nature and extent of the cost of contracted services provided for under this Agreement.

11. **HIPAA Compliance.** Contractor is a "covered entity" under HIPAA, and shall comply with the applicable sections of HIPAA (Public Law 104-191 of August 21, 1996, Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261 et seq. as from time to time amended, referred to in this Agreement as "HIPAA"). In those areas where the County's services, products, acts or omissions implicate Contractor's obligations to comply with HIPAA, the County shall cooperate with Contractor to comply with the requirements of and the regulations hereunder, including the privacy and security regulations, as of their implementation date, without any additional cost or charges to the County. The County shall from time to time, and upon the request of Contractor, provide Contractor with reasonable assurances regarding compliance with HIPAA and other state and federal laws, regulations, rules and policies relative to health information and technology applicable to and affecting the operations of Contractor. In the event the services provided under this agreement require the parties to establish appropriate policies and procedures or to amend or revise this agreement to assure compliance with HIPAA, Contractor and County agree to negotiate in good faith to establish appropriate policies and procedures and to amend this agreement. If the parties are unable to establish policies and procedures that comply with HIPAA and to amend or revise this agreement to assure compliance, either party may terminate this agreement prior to the implementation date of any relevant HIPAA regulation.

12. **Medicare Access to Books and Records.** If the Secretary of Health and Human Services or the Comptroller General of the United States or their representatives determines this agreement is a contract described in Section 1861(v)(I) of the Social Security Act, 42 U.S.C. section 1395x(v)(1)(I) as amended from time to time, until the expiration of four (4) years after the furnishing of services under this agreement, upon the request of the Secretary or Comptroller General or their duly authorized representatives, the County will make available to the organization requesting the materials and to Contractor such books, documents, and records as are necessary to certify the nature and extent of compensation paid to Contractor pursuant to this Agreement. The County will notify Contractor of such request within ten (10) business days, and will promptly provide to Contractor copies of all documents provided to the requestor.

certified mail, return receipt requested, postage prepaid, or by overnight courier to the other party as follows:

Billings Clinic Broadwater
110 North Oak St.
Townsend, MT 59644
ATTN: Jenny Clowes

Broadwater County Sheriff's Office
515 Broadway St.
Townsend, MT 59644
ATTN: Cory Swanson

With a copy to:

Billings Clinic
2800 10th Ave. N., P.O. Box 37000
Billings, MT 59107-7000
ATTN: Legal Department

Notices shall be deemed effective as of three (3) business days after the date of mailing (in case of notice given by mail) or on the date of delivery if hand delivered, including delivery by overnight courier. Either party may at any time change its address for notification purposes by mailing or delivering a notice as required hereinabove stating the change and setting forth the new address.

17. **Amendment.** Any changes made to the terms of this Agreement must be made by amendment to this Agreement signed by both parties.
18. **Choice of Law.** The construction, interpretation, and performance of this Agreement, and all transactions under it, are subject to all applicable laws governing the State of Montana.
19. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, either written or oral, between the parties.
20. **Severability.** If any term or provision of this Agreement shall be invalid or unenforceable in any respect, such term or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining terms of such provision or the remaining provisions of this Agreement.

**EXHIBIT B:
LOCATION AND SCHEDULE OF SERVICES**

Location of Services. Broadwater County Detention Center, 519 Broadway St.,
Townsend, Montana 59644.

Schedule. Nurse will be available to county 15 to 20 hours a week. Services will not be performed on holidays recognized by Contractor. Any additional time for services may be scheduled subject to the mutual agreement of the parties.