1. Agenda

   Documents:

   3-18-2020 SM-CAH EDITS 2.PDF

2. Meeting Materials

   Documents:

   03-18-2020 AGENDA DOCS.PDF

Cascade County

Special Commission Meeting
Pursuant to MCA § 2-3-112(1)
March 18, 2020 @ 2:30 p.m.
Courthouse Annex
Commission Chambers, Room 111

Please note the Agenda order is tentative and subject to change by the Board without prior notice.
Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.
Public comment during public participation is limited to a maximum seven (7) minutes.

Call to Order ***Chairman James L. Larson***

Pledge of Allegiance

1. **Motion to Approve or Disapprove:**
   Resolution 20-11:
   A Resolution Authorizing an Emergency Contract with Alluvion Health for a Temporary Clinic

2. **Motion to Approve or Disapprove:**
   ***Contract 20-31*:**
   Contract between Cascade County and Alluvion Health to establish a Viral Incident Clinic in the Cascade City-County Health Department to provide access for patient evaluations during the COVID-19 pandemic (Reference Resolution 20-11).

3. **Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction.** ***(MCA 2-3-103)***

4. **Adjournment.**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

RE: A Resolution Authorizing an Emergency
Contract with Alluvion Health for a Temporary Clinic **RESOLUTION 20-11**

WHEREAS, Montana Governor Steve Bullock issued an executive order on Thursday, March 12, 2020, declaring a state of emergency to exist within the state of Montana related to COVID-19, commonly referred to as coronavirus; and

WHEREAS, Governor Bullock on Friday, March 13, 2020, announced that Montana has confirmed four (4) cases of coronavirus within the borders of Montana, in Gallatin, Yellowstone, Silver Bow and Broadwater counties; and

WHEREAS, Governor Bullock on Sunday, March 15, 2020 announced the closing of all schools in Montana and confirmed two additional cases of coronavirus within the borders of Montana, adding Missoula County; and

WHEREAS, on Wednesday, March 18, 2020, an additional two (2) confirmed cases of coronavirus within the borders of Montana were identified in Gallatin; and

WHEREAS, the Montana Department of Public Health and Human Services (DPHHS), local health departments, health and medical departments and local jurisdictions have activated response plans and protocols to prepare for the arrival of the virus in Montana; and

WHEREAS, Cascade City-County Health Department (CCHD) and Alluvion Health (Alluvion) are established healthcare providers in Cascade County and provide quality health care to the County population; and

WHEREAS, it is the desire of the parties to coordinate CCHD facilities and Alluvion services for a temporary clinic to help alleviate the strain on the local health systems and streamline patient examinations, testing and investigations for DPHHS;

WHEREAS, this requires immediate emergency action to protect public health and safety; and

WHEREAS, pursuant to MCA § 2-3-112(1), the Board of County Commissioners are permitted to make a decision that must be made to deal with an emergency situation affecting the public health, welfare, or safety and are exempt from the provisions of MCA §§ 2-3-103 (public participation requirements) and 2-3-111 (public hearing requirements).

It Is Hereby Resolved:

That Cascade County on behalf of the CCHD may immediately enter into a contract with Alluvion for the establishment of a temporary clinic at the CCHD facility to help alleviate the strain on the local health systems and streamline patient examinations, testing and investigations for DPHHS. Such agreement will be ratified by the Board of County Commissioners at subsequent County Commission meeting.

DATED this 18th day of March, 2020

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
James L. Larson, Chairman

_____
Jane Weber, Commissioner

_____
Joe Briggs, Commissioner

Attest

_____
Rina Fontana Moore,
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

_____
DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

CONTRACT

20-31.

VIRAL INCIDENT CLINIC COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into effective upon signing by both parties, by and between CASCADE COUNTY, a political subdivision of the State of Montana, for the City-County Health Department, ("CCHD") and COMMUNITY HEALTH CARE CENTER, Inc., a nonprofit organization doing business as ALLUVION HEALTH, with its principal office at 601 1st Avenue North, Great Falls, Montana ("Alluvion").

RECITALS:

WHEREAS, the CCHD mission is to prevent disease and illness and promote healthy choices and deliver quality health care, and

WHEREAS, Alluvion's mission is to create and inspire healthier lives; and

WHEREAS, CCHD and Alluvion are established healthcare providers in Cascade County and provide quality health care to the County population; and

WHEREAS, Montana Governor Steve Bullock issued an executive order on Thursday, March 12, 2020, declaring a state of emergency to exist within the state of Montana related to COVID-19, commonly referred to as coronavirus; and

WHEREAS, Governor Bullock on Friday, March 13, 2020, announced that Montana has confirmed four (4) cases of coronavirus within the borders of Montana, in Gallatin, Yellowstone, Silver Bow and Broadwater counties; and

WHEREAS, Governor Bullock on Sunday, March 15, 2020 announced the closing of all schools in Montana and confirmed two additional cases of coronavirus within the borders of Montana, adding Missoula County; and

WHEREAS, the Montana Department of Public Health and Human Services (DPHHS), local health departments, health and medical departments and local jurisdictions have activated response plans and protocols to prepare for the arrival of the virus in Montana; and

WHEREAS, it is the desire of the parties to coordinate CCHD facilities and Alluvion services for a temporary Viral Incident Clinic to help alleviate the strain on the local health systems and streamline patient examinations, testing and investigations for DPHHS;

WHEREAS, it is the expressed intention of all parties that to the extent permitted by law, they shall be allowed to enter into this Agreement.

NOW, THEREFORE, the parties agree:

1. Incorporation of Recitals: The Recitals set forth above are incorporated into and shall constitute a material part of this Agreement.

2. Consideration: No funds will be transferred between CCHD and Alluvion in conjunction with this Agreement, as the good and valuable consideration is satisfied by the mutual assumptions of obligations herein. Additionally, the parties acknowledge that the terms of this Agreement shall have no effect or bearing with regard to the status of their relationship vis a vis any other agreements, understandings, or disputes of any kind or nature, which may otherwise contemporaneously exist between the parties.

3. Occupancy: CCHD hereby authorizes Alluvion's occupancy of the far NW corner of the CCHD building situated at 115 4th Street South, Great Falls, Montana. Specifically, patients will access Viral Incident Clinic through the staff entrance located on the North side of the building, just east of the main covered entranceway. Alluvion will utilize the two (2) offices immediately inside the entrance way as provider and employee workstations. Alluvion will set-up supplies and patient exam beds in up to four (4) exam rooms in that wing and utilize the nurse's station at the end of that hallway. Alluvion will utilize the third (3rd) office located in that corner of the facility as a waiting area. Alluvion occupancy spaces are more particularly set forth in the attached Exhibit A and hereinafter referred to collectively as the "Viral Incident Clinic".

   Occupancy shall also include the right to use, in common with CCHD, parking facilities; provided, however, that Alluvion shall use the parking facilities for their intended purposes so as not to unreasonably disrupt or interfere with the business and use of CCHD and their agents, employees, volunteer workers, and invitees. CCHD may, from time to time, implement reasonable rules and regulations to ensure orderly and equitable use of the parking area by Alluvion and their agents, employees, volunteer workers, and invitees.

4. Hours and Duration of Operation and Services: For purposes of this Agreement, Alluvion will staff the temporary Viral Incident Clinic from 7 a.m. – 6 p.m., Monday through Friday, to mirror the current hours of operation of CCHD. Alluvion will staff the Viral Incident Clinic on the weekends as well with prior CCHD written authorization. As part of the services provided, Alluvion shall ensure that it follows the CDC recommended guidelines and provides treatment for those patients needing after-testing care, as well as providing post-testing evaluations after 3 months' time. The parties hereto recognize and intend the Viral Incident Clinic to be temporary collaborative endeavor. As such either party may terminate this Agreement, without cause, upon 48 hours written notice to the other party and without penalty. Upon notice of termination of the Agreement, Alluvion shall have five (5) business days to fully evacuate the CCHD premises.

5. Equipment and Supplies: Alluvion will provide all office and medical supplies, equipment and furnishings necessary to accomplish the medical and related business operational tasks associated with the Viral Incident Clinic, except as specifically identified as a CCHD responsibility, including but not limited to charges for laundry/medical linens, any provisions of coffee/tea/water for staff or patients, and laboratory services. CCHD will provide daily janitorial services in accordance with CDC recommendations, as well as water, gas, heat, electricity, garbage (exclusive of medical waste) and management of the alarm system at the facility. Alluvion will supply all necessary copiers, printers, paper, ink, laptops and internet access via the existing internet pipeline previously utilized by Alluvion. Landline telephones will be provided for by CCHD in the event Alluvion cannot provide them on Alluvion's internet pipeline.

6. Insurance Coverages: CCHD will maintain insurance for damage or destruction of the Premises with fire and extended coverage at replacement value for all CCHD owned improvements and equipment. Alluvion may also obtain insurance, vandalism insurance, insurance for its own equipment or loss of business insurance as Alluvion deems appropriate. Any such insurance obtained shall be at the sole and exclusive expense of Alluvion. The CCHD will not be responsible for loss or damage to any equipment owned and used by Alluvion unless the loss occurs as a result of fire or flooding due to a building system failure.

   a. Additional Insurance. Alluvion shall, at Alluvion's sole expense, maintain in effect at all times during the term of the Agreement, insurance coverage with limits not less than those set forth below:

      1) Workers' Compensation Insurance, minimum limit as defined by statute and as same may be amended from time to time;

      2) Professional/Medical Malpractice/Errors and Omissions Insurance, minimum limit as defined by statute and as same may be amended from time to time;

7. Separate Storage, Equipment and Supplies: Except as otherwise agreed, Alluvion shall be required to obtain and utilize its own medical storage and/or refrigeration for use by Alluvion.

8. Use and Condition of the Viral Incident Clinic: Covenant Quiet Enjoyment: Alluvion shall use the Viral Incident Clinic for the exclusive purpose of providing limited clinical patient medical care specifically related to the screening, prevention and treatment for cases that present with appropriate symptoms under the current state of emergency presented by the COVID-19 pandemic. No other use of the premises, including but not limited to such other uses which duplicate services provided by CCHD, shall be permitted without prior written consent of CCHD. Alluvion shall maintain the premises in a clean, safe, and sanitary condition and good order. All areas will be kept in sanitary and good condition and be kept free of insects, rodents, vermin and other pests. Alluvion shall not use or permit any use of the premises, or any part thereof, which is in violation of any national, state, county or municipal law, ordinance or regulation.

   Alluvion acknowledge that CCHD occupies offices and space adjacent to the Viral Incident Clinic and Alluvion specifically authorizes CCHD to utilize the hallways and doors used by Alluvion at the convenience of CCHD.

9. Maintenance: CCHD will perform in accordance with CDC recommendations janitorial services for Alluvion. Notwithstanding the foregoing, Alluvion shall take good care of the Viral Incident Clinic and shall, at Alluvion's own cost and expenses, maintain the interior of the space in its present and existing condition, except for normal wear and use, during the period covered by this Agreement. Alluvion shall act to minimize any injury to persons or property and shall take all reasonable steps under the circumstances to mitigate any damages. Alluvion will provide CCHD with access to the Viral Incident Clinic when requested, and the CCHD will have the right to retain a complete set of keys.

Alluvion shall not commit or allow any waste of the Viral Incident Clinic. Upon the ending date or the date of the last extension term, if any, ends, whichever is later, Alluvion shall surrender the Viral Incident Clinic to CCHD in the same condition as existed on the beginning date of the Agreement, except for ordinary wear and tear.

10. Improvements and Installations: Alluvion is not authorized to make any improvements or physical or structural alterations or improvements to the Viral Incident Clinic without receiving the prior written consent of CCHD.

11. Signage: The parties acknowledge that the Viral Incident Clinic may require the use, erection or other construction of a sign. Any signs or advertising to be placed within or outside of the Premises shall be approved, in advance, by CCHD and provided by Alluvion. Upon termination of this Agreement, Alluvion must completely repair and restore any damage resulting from removing signs.

12. Indemnification: Each Party (the "Indemnitor") shall defend, hold harmless, and indemnify the other party and that other party's affiliates, and their owners, officers, employees, directors, and agents, and their respective successors and assigns (the "Indemnified Parties"), from and against all claims, liabilities, suits, actions, judgements, damages, consequential damages, losses, demands, obligations, deficiencies, costs and expenses, including, without limitation, attorney's fees, accountant's fees, costs of investigation, and other expenses of defending or prosecuting any actions or claims (collectively, the "Losses") made by third parties to the extent resulting from or attributable to the acts, error and/or omissions of the Indemnitor, or its employees, representatives, or agents arising out of ore related to this Agreement.

13. Subletting, Subleasing or Assignment: Alluvion shall have no right to sublet, sublease or assign this Agreement. In the event Alluvion shall attempt to sublet, sublease or assign any part or all of the Viral Incident Clinic without the prior written consent of CCHD, CCHD shall have the option to terminate this Agreement immediately.

14. Inspection of Premises: Alluvion acknowledges that its representatives have had sufficient access to the Viral Incident Clinic to conduct a full and complete inspection and investigation which has been accomplished prior to the execution of this Agreement. Accordingly, Alluvion accepts the Viral Incident Clinic on an "AS IS" condition and acknowledges that CCHD has not warranted the Viral Incident Clinic. CCHD represents to Alluvion that, to the best of its knowledge, there are no latent defects in the plumbing, electrical or structural components of the Viral Incident Clinic.

15. Surrender: Upon the expiration, eviction or other termination of this Agreement, Alluvion shall quit and surrender to CCHD the Viral Incident Clinic "broom-clean", in good order and condition, ordinary wear and damage excepted.

16. Holdover Occupancy: In the event Alluvion continues to occupy the Viral Incident Clinic after this Agreement has terminated, CCHD may, in addition to other remedies available to it at law or in equity, deem the parties to have entered into a month-to-month tenancy. Alluvion shall therefor pay CCHD monthly rent in the amount of $15/square foot/month. All payments of rent called for hereunder are due and payable on the first day of each month. If said rental

payments are not in the hands of CCHD on or before the 15th day of the month in which they are due, then, in that event, Alluvion shall pay an additional late fee. Alluvion shall pay an additional Fifty and no/100 Dollars ($50.00) per day for each day after the 15th day of the month that the rent is late as the late fee, up to a maximum of $500.

17. Time of Essence: Time shall be of the essence of this Agreement and all the terms, covenants and conditions hereof shall be performed at or before the times herein set forth. Any forbearance on the part of CCHD in the enforcement of the terms and conditions of this Agreement shall in no way be construed as a waiver of default thereof or waiver of the obligatory effect of such provision.

18. Construction and Binding Effect: This Agreement shall be construed under the laws of the State of Montana. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto, and of all of the parties hereto shall be binding upon and inure to the benefit of the respective parties and their successors and assigns.

19. Separability: If any provision of this Agreement shall be declared to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

20. Attorney Fees and Costs: In the event of any action to enforce the terms of this Agreement, the parties shall bear their own attorney fees, costs and expenses incurred.

21. Waiver: No waiver by any party of any provision of this Agreement shall be deemed to be a continuing waiver of that provision, or of any other provision hereof, or of any subsequent breach by the other party of the same or any other provision. A consent or approval to an act of the other party shall not be deemed to render unnecessary the obtaining of consent and approval for any subsequent act whether or not similar to the prior act consented to or approved.

22. Headings: The paragraph captions contained in this Agreement are for convenience only and shall not be considered as construing or interpreting any provision hereof.

23. Notice: Any notice hereunder shall be given in writing by serving the same upon the person to whom the notice is addressed either personally, by U.S. mail, or by private overnight carrier service, at the addresses set forth above, or such other address as may be furnished in writing by any party to the other. Receipt of any notice shall be the date of delivery if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or two (2) days from the date of postmark.

24. Entire Agreement: This Agreement constitutes the entire agreement between CCHD and Alluvion with respect to its subject matter and may only be modified, amended, or restated in writing signed by all the parties.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day and year written below.

COMMUNITY HEALTHCARE CENTER, Inc.

By: _____
Trista Besich, CEO Alluvion Health

Date: _____

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
James L. Larson, Chairman

_____
Jane Weber, Commissioner

_____
Joe Briggs, Commissioner

Attest

On this ____ day of _____, 20___ I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

_____
Cascade County Clerk and Recorder
(SEAL)

* APPROVED AS TO FORM:

Josh Racki, County Attorney

_____
DEPUTY COUNTY ATTORNEY

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

RE: A Resolution Authorizing an Emergency
Contract with Alluvion Health for a Temporary Clinic **RESOLUTION 20-11**

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DATED this 18th day of March, 2020

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
James L. Larson, Chairman

_____
Jane Weber, Commissioner

_____
Joe Briggs, Commissioner

Attest

_____
Rina Fontana Moore,
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

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DEPUTY COUNTY ATTORNEY

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20-31

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WHEREAS, the CCHD mission is to prevent disease and illness and promote healthy choices and deliver quality health care, and

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   a. Additional Insurance. Alluvion shall, at Alluvion's sole expense, maintain in effect at all times during the term of the Agreement, insurance coverage with limits not less than those set forth below:

      1) Workers' Compensation Insurance, minimum limit as defined by statute and as same may be amended from time to time;

      2) Professional/Medical Malpractice/Errors and Omissions Insurance, minimum limit as defined by statute and as same may be amended from time to time;

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Alluvion shall not commit or allow any waste of the Viral Incident Clinic. Upon the ending date or the date of the last extension term, if any, ends, whichever is later, Alluvion shall surrender the Viral Incident Clinic to CCHD in the same condition as existed on the beginning date of the Agreement, except for ordinary wear and tear.

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11. Signage: The parties acknowledge that the Viral Incident Clinic may require the use, erection or other construction of a sign. Any signs or advertising to be placed within or outside of the Premises shall be approved, in advance, by CCHD and provided by Alluvion. Upon termination of this Agreement, Alluvion must completely repair and restore any damage resulting from removing signs.

12. Indemnification: Each Party (the "Indemnitor") shall defend, hold harmless, and indemnify the other party and that other party's affiliates, and their owners, officers, employees, directors, and agents, and their respective successors and assigns (the "Indemnified Parties"), from and against all claims, liabilities, suits, actions, judgements, damages, consequential damages, losses, demands, obligations, deficiencies, costs and expenses, including, without limitation, attorney's fees, accountant's fees, costs of investigation, and other expenses of defending or prosecuting any actions or claims (collectively, the "Losses") made by third parties to the extent resulting from or attributable to the acts, error and/or omissions of the Indemnitor, or its employees, representatives, or agents arising out of ore related to this Agreement.

13. Subletting, Subleasing or Assignment: Alluvion shall have no right to sublet, sublease or assign this Agreement. In the event Alluvion shall attempt to sublet, sublease or assign any part or all of the Viral Incident Clinic without the prior written consent of CCHD, CCHD shall have the option to terminate this Agreement immediately.

14. Inspection of Premises: Alluvion acknowledges that its representatives have had sufficient access to the Viral Incident Clinic to conduct a full and complete inspection and investigation which has been accomplished prior to the execution of this Agreement. Accordingly, Alluvion accepts the Viral Incident Clinic on an "AS IS" condition and acknowledges that CCHD has not warranted the Viral Incident Clinic. CCHD represents to Alluvion that, to the best of its knowledge, there are no latent defects in the plumbing, electrical or structural components of the Viral Incident Clinic.

15. Surrender: Upon the expiration, eviction or other termination of this Agreement, Alluvion shall quit and surrender to CCHD the Viral Incident Clinic "broom-clean", in good order and condition, ordinary wear and damage excepted.

16. Holdover Occupancy: In the event Alluvion continues to occupy the Viral Incident Clinic after this Agreement has terminated, CCHD may, in addition to other remedies available to it at law or in equity, deem the parties to have entered into a month-to-month tenancy. Alluvion shall therefor pay CCHD monthly rent in the amount of $15/square foot/month. All payments of rent called for hereunder are due and payable on the first day of each month. If said rental

payments are not in the hands of CCHD on or before the 15th day of the month in which they are due, then, in that event, Alluvion shall pay an additional late fee. Alluvion shall pay an additional Fifty and no/100 Dollars ($50.00) per day for each day after the 15th day of the month that the rent is late as the late fee, up to a maximum of $500.

17. Time of Essence: Time shall be of the essence of this Agreement and all the terms, covenants and conditions hereof shall be performed at or before the times herein set forth. Any forbearance on the part of CCHD in the enforcement of the terms and conditions of this Agreement shall in no way be construed as a waiver of default thereof or waiver of the obligatory effect of such provision.

18. Construction and Binding Effect: This Agreement shall be construed under the laws of the State of Montana. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto, and of all of the parties hereto shall be binding upon and inure to the benefit of the respective parties and their successors and assigns.

19. Separability: If any provision of this Agreement shall be declared to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

20. Attorney Fees and Costs: In the event of any action to enforce the terms of this Agreement, the parties shall bear their own attorney fees, costs and expenses incurred.

21. Waiver: No waiver by any party of any provision of this Agreement shall be deemed to be a continuing waiver of that provision, or of any other provision hereof, or of any subsequent breach by the other party of the same or any other provision. A consent or approval to an act of the other party shall not be deemed to render unnecessary the obtaining of consent and approval for any subsequent act whether or not similar to the prior act consented to or approved.

22. Headings: The paragraph captions contained in this Agreement are for convenience only and shall not be considered as construing or interpreting any provision hereof.

23. Notice: Any notice hereunder shall be given in writing by serving the same upon the person to whom the notice is addressed either personally, by U.S. mail, or by private overnight carrier service, at the addresses set forth above, or such other address as may be furnished in writing by any party to the other. Receipt of any notice shall be the date of delivery if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or two (2) days from the date of postmark.

24. Entire Agreement: This Agreement constitutes the entire agreement between CCHD and Alluvion with respect to its subject matter and may only be modified, amended, or restated in writing signed by all the parties.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day and year written below.

COMMUNITY HEALTHCARE CENTER, Inc.

By: _____
Trista Besich, CEO Alluvion Health

Date: _____

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
James L. Larson, Chairman

_____
Jane Weber, Commissioner

_____
Joe Briggs, Commissioner

Attest

On this ____ day of _____, 20___ I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

_____
Cascade County Clerk and Recorder
(SEAL)

* APPROVED AS TO FORM:

Josh Racki, County Attorney

_____
DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.