

AGENDA
Board of Trustees
School District Six and Columbia Falls High School District
Regular Board Meeting
Monday, February 13, 2023
6:00 p.m.
School District Six Board Room

- 1. Call to Order**
- 2. Pledge to the Flag**
- 3. Approval of Agenda**
- 4. Consent Agenda**
 - a. Approval of January bills
 - b. Approval of Investment Reports
 - c. Student Activity Account Transfers – Pg. 1
- 5. Public Participation**
 - a. Student Body Representative
- 6. Reports**
 - a. K-8 Facility Bond Project – Dave Jolly – Pg. 2
 - b. Elementary Report – Pgs. 3-7
 - c. High School Principal – Pgs. 8-10
 - d. Clerk / Business Manager – Pgs. 11-14
 - e. Curriculum Director Report – In Person
 - f. Special Services Director – Pg. 15
 - g. MTSBA Board Report – Trustee Riley
 - h. Superintendent – Dave Wick
 - i. Board Chair
- 7. Action/Discussion Items:**
 - a. Consideration of Resolution 406 – Calling for a Elementary District Annual Election. – Pg. 16
 - b. Consideration of Resolution 407 – Calling for a High District Annual Election. – Pg. 17
 - c. Consideration of the Mail Ballot Plan for the May 2, 2023 Trustee Election. Pgs. 18-20
 - d. Consideration of the MOU between SD#6 and the High School Baseball Association. – Pgs. 21-26
 - e. Consideration of the Commercial Sublease Agreement between SD#6 and the Columbia Falls Baseball Association. – Pgs. 27-35
 - f. Consideration of the following Health Insurance Committee recommendations:
 - Service Agreement with It Starts With Me – Pgs. 36-50
 - EBMS Administrative Services Agreement – Amendments #3, #4 and #5 – Pgs. 51-68
 - OTC COVID-19 Testing Resolution – Pgs. 69-73
 - g. Consideration of the MTSBA membership renewal for 7-1-2023 to 6-30-2024. – Pgs. 74-75
 - h. Consideration of the third party contract to facilitate the superintendent recruitment process.
 - i. Consideration of the proposed Drivers' Education Program fees.
 - j. Approval to change March and April Regular Board Meeting dates from March 13 to March 20, and April 10 to April 17.
 - k. Consideration of proposed 22-23 SY calendar change.

8. Personnel

a. The superintendent has accepted the following resignations:

Camille Warren	Third Grade Teacher – Ruder – end of SY 22-23
Adam Jeffrey	Custodian – Ruder – January 20, 2023
Amberly Jeffrey	Special Education Para – Glacier Gateway – November 1, 2023
Hannah Riley	HS English Teacher – end of SY 22-23
Hannah Riley	Yearbook Advisor – High School – end of SY 22-23
Willow Moran	Freshman Class Advisor – end of SY 22-23
Jessie Schaeffer	PE/HE Department Chair – HS – effective immediately
Jenny Lovering	Senior Class Advisor – end of SY 22-23

b. Consideration of the following hiring recommendations:

Rebecca Sorensen	Special Education Para – Glacier Gateway
Kenneth Weese	Special Education Para – Junior High School
David Hon	Special Education Teacher – Junior High School – SY 22-23
Tary Middlesworth	Girls Basketball Coach – Junior High School
James Mikkelson	Bus Driver
Scott Corbett	Assistant Baseball Coach – High School
Shannon Freiheit	Special Education Paraeducator – High School
Amy Piilola	Learning Strategies and Student Support Tutor – High School

c. Consideration of the following substitute hires: - Pg. 76

d. Consideration of the following leave of absence request:

Erin Quintia	High School Science Teacher SY 23-24
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9. Consideration of the following travel request:

Diane Marsh	ISTE Conference June 24-28, 2023 Philadelphia, PA Carl Perkins
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Jaimie Bell	AP Summer Institute June 20-23, 2023 Coeur d'Alene, ID Professional Development
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10. Miscellaneous and Future Planning:

- High School HVAC bid opening – February 14, 2023 – 4:00 PM
- Long Range Planning Committee Meeting – February 21, 2023 – 5:00 PM
- Finance Committee Meeting – February 27, 2023 – 5:00 PM
- Work Session – February 27, 2023 – 6:00 PM

11. Adjournment

**The next Regular Board Meeting will be held at 6:00 p.m.,
Monday, February 13, 2023, in the School District Six Board Room**

**Columbia Falls K-8 Construction Project
Project Budget
January 31, 2023**

Revenue:	Budget	Revenue	Revenue	Budget
		Month-to-Date	Project-to-Date	Balance
Par Amount Bond Sale	37,072,000		37,072,000	-
Premium on bonds	5,339,746		5,339,746	(0)
Bond Premium used to Debt Service	(649,991)		(649,991)	-
Underwriters Discount	(230,040)		(230,040)	-
Sale of Surplus Property	5,000		4,078	(922)
Interest on bond proceeds	450,000		448,264	(1,736)
	41,986,715	-	41,984,056	(2,659)

Expenses:	Budget	Expenses	Expenses	Budget	YTD Spent
		Month-to-Date	Project-to-Date	Balance	% of Budget
Owner's Rep	449,748	9,400	342,491	107,257	76.15%
Architect & Engineering Ruder	883,622		885,903	(2,281)	100.26%
Architect & Engineering Glacier Gateway Elementary	1,767,240	56,222	1,748,074	19,166	98.92%
Architect & Engineering Multi Use Sports Fields	36,960		29,500	7,460	79.82%
Architect & Engineering Junior High Safety and Security	18,500		18,500	-	100.00%
Architect & Engineering-Reimburseables	10,000	111	7,997	2,003	79.97%
Architect & Engineering-Additional Services	257,342	3,560	228,156	29,187	88.66%
Construction - Multi-Use Sports Fields	1,002,009		985,606	16,403	98.36%
Construction - Ruder Addition and Remodel Phase One	3,777,040		3,767,822	9,218	99.76%
Construction - Ruder Addition and Remodel Phase Two	7,086,350		7,036,705	49,645	99.30%
Construction - Glacier Gateway Elementary	21,970,000	705,755	19,806,699	2,163,301	90.15%
Construction - Glacier Gateway Elementary Change Orders to D:	669,896		657,235	12,661	98.11%
Construction - Jr. High Safety and Security	185,263		187,547	(2,284)	101.23%
Playground equipment-Ruder	180,000		181,832	(1,832)	101.02%
Playground equipment-Glacier Gateway	223,069		112,827	110,242	50.58%
Technology (classroom technology)	600,000	97,276	604,143	(4,143)	100.69%
Furnishings & Equipment - Multi Use Fields	110,000		107,227	2,773	97.48%
Furnishings & Equipment - Ruder	365,220	8,645	371,662	(6,442)	101.76%
Furnishings & Equipment - Glacier Gateway	840,457	34,426	762,104	78,353	90.68%
Soils & Geotech	40,000		37,930	2,070	94.83%
Hazardous Material Assessment	10,000		10,015	(15)	100.15%
Building Permits	128,000	500	128,000	-	100.00%
Impact Fees	1,000		586	414	58.60%
Utilities	200,000	4,777	130,470	69,530	65.24%
Site Surveys-LPW	19,200		20,300	(1,100)	105.73%
Materials Testing	60,000		41,026	18,974	68.38%
Moving Costs	100,000	1,798	37,891	62,109	37.89%
Commissioning	125,617		60,289	65,328	47.99%
Election Costs/Legal Fees	30,000		30,655	(655)	102.18%
Bond Issuance Costs	125,000		121,868	3,132	97.49%
	41,986,533	922,470	38,461,059	3,525,473	91.60%

Budget Balance

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School Board Report for February 2023
Glacier Gateway Elementary School

We have had a wonderful first month in our new building. Students and staff are so happy with all of our spaces and look forward to finishing the playground, parking, and other small projects. We have registered 15 new students since moving into our new building.

Students have been working hard on their projects for our Science Fair. The preparation classes are held three times each week. The science fair will be held on February 28th. Projects will remain on display through March 1st for students, teachers, and community members.

After school tutoring program began February 1st. Offerings include reading, writing, and math tutoring sessions. We have 22 students actively participating in the program with 4 staff members teaching. This program will go through the month of April.

Glacier Gateway had their annual 5th grade spelling bee and will send a representative to the County Spelling Bee later this month.

Community Tours turned out fabulous. We had eight 5th grade students available to give the community tours or the opportunity to discover on their own with a tour brochure and trivia. We had about 120 community members attend the tour. We had many families that are currently homeschooling attend as well as incoming Kinder families.

February is "I Love to Read" month and we are celebrating at Glacier Gateway with dress up Fridays and community readers. We have different readers joining us throughout the month of February. Silverwood reading program started and kids have the opportunity to earn a Silverwood Park ticket for 10 hours of reading.

Book Bingo was a big success at GG. Students were able to win gift certificates for our Scholastic Book fair. We also had a butterfly craft in memory of Lorie Jorgensen. Kids were able to make a butterfly, play book bingo, and the grand finale was our "pie in the face" fun.

Glacier Symphony will present an education session of Ensemble music to our 5th graders on February 16th.

We are looking forward to our annual Glacier Gateway's Got Talent show, 4th grade Historical Music Performance, Ice fishing, and warmer weather.

Ruder January Board Report

Enrollment: 562

Attendance :92.40%

- We held our Spelling Bee on January 27th. We had 28 spellers and the bee lasted approximately 50 minutes. The kids did an amazing job and that is the longest our bee has ever lasted. Sophia Elliot won the bee by spelling the word, "sackbut". That is a trombone, if you were wondering. 😊
- Mrs. Kehr has been teaching cross country skiing to our fourth and fifth grade students. Unfortunately, the snow has not been the most cooperative.
- After having had our attendance award in place, we have gradually started seeing our attendance rate increase. For the most part of the year, all grades have ranged in the 91%-92%. In January, we had two grades above 93%, and our winning grade was fourth grade with 94.29%. We currently have 10 students with perfect attendance and an additional 15 students with less than one day.

Chronically Absent Students as of the 100th day of school for 21-22 and 22-23

	21-22	22-23
Missing 10% + days	223 students (42%)	169 Students (30%)
Missing 20% + days	42 Students (8%)	25 Students (4%)
Missing 30% + days	11 Students (2%)	4 Students (.007%)

- At our last staff meeting, our new nurse, Dawn Lorenzen, provided training/information for all staff on first aid and emergency care. She was very thorough and the staff appreciated receiving this information.
- Our kindergarten students have been having field trips to Whitefish Resort to snowshoe and learn about the items in the exhibit room. Our fourth grade students spent a day at Echo lake ice fishing. Once again, Fish and Game have been teaching monthly fishing lessons to students. Students then take what they learned and apply it while on their fishing experience.





COLUMBIA FALLS JUNIOR HIGH

Ted Miller - Principal x 4009
John Cooper - Assistant Principal x 4008
Dave Wick - Superintendent
(406) 892-6550 x 1422

cfjuniorhigh.org (406) 892-6530 Fax: (406) 892-6528

CFJH February Board Report Monday, February 13th, 6:00 pm

- Our first "Minute To Win It Assembly" was fun! The CFJH Media Team organized, presented to the student body, and ran the activities. They did wonderfully! We had a blast building community by playing some games and cheering for each other, continuing to work on our positive culture, and discussing some issues at the school that needed to be addressed by our great students (among other things). The pictures you see are of the competitions and winners. The pictures with students (and teachers) holding the oar won the games! The oar was designed by 8th grader Sawyer Clark. Awesome design! What a great time!





- The 6th-8th Grade Spelling Bee took place on January 26th. We had 140 participants! Congratulations to our Bee Champion Clara Patton in 6th grade and our runner-up Rebel Crump in 8th grade! They had a great day and tough competition. The Media Team live streamed the event. We had an average of 30 viewers tuning in. It was a fantastic Bee! Thank you to all the teachers that made it a success and Superintendent Dave Wick for pronouncing the words!



- We have been focusing on Data Driven Dialogue during a couple of our early release Wednesdays. We have a uniform process that all teachers will use when discussing and analyzing data. The steps are to predict, observe, and infer. Teachers will work as departments to examine the data, identify gaps and patterns, and come up with solutions to address the learning needs of students. Using data has been done for a long time but we wanted to make sure all of our departments are using the same protocols and our new teachers are aware of the process as well.
- Teachers are currently reflecting on their professional goals that were developed in the fall. All teachers will submit an update on the progress of their goals and what they are working on to reach them.
- We started informal observations this month for teachers who have 8 years or less teaching in the district. Those have been going very well. We have an excellent staff at the junior high! Formal observations will begin in March for non-tenured teachers.
- With the help of the CFJH PTO and 8th grade parents, we held a 6th grade Activity Night on January 20 at the junior high! There was a lot of games and activities, music, prizes, and fun for all. This was a fundraiser for the 8th grade class. The funds will help with their end of the year grad party and other activities. It was a huge

success! We had over 90 students participate! This is a little over 50% attendance for 6th grade. 8th grade students volunteered to work the event and did a great job running activities!

- We are currently starting SBAC preparation mode. Students and teachers are working on SBAC Interm tests. These are taken so students are familiar with the format of the test and get to work on examples of the content they will be tested on. It is important to practice taking the tests so students can focus on the content of the tests rather than trying to navigate the platform and structure of the questions.
- Students who are identified as English Language Learners are currently finishing WIDA Testing. The results will help identify whether students need support in any areas of writing, reading, and listening.
- There has been an increase of substitutes in our buildings but we still have to ask staff to cover classes. On average, we are short positions about three days a week. Our teachers and staff are awesome and pitch in to make our days successful! With that said, there are some rough days and teachers are tired.

Student Enrollment

Enrollment 532: 6th- 178, 7th- 183, 8th- 171

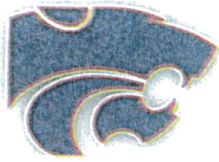
January Attendance Rates

6th - 92.56%

7th - 92.23%

8th - 90.66%

Overall - 91.83%



CFHS Board Report: February 13, 2023

Columbia Falls High School
610 13th St W
Columbia Falls, MT 59912

Principal - Jon Konen
Asst. Principal - John Thompson
Athletic Director - Troy Bowman

(406)892-6500 Office (406)892-6583 Fax

Submitted by Jon Konen, CFHS Principal

Strategic Goal #1: Challenging, Diverse, and Supportive Learning Environment

Attendance

Second quarter we have started an Attendance Campaign. We are working to get students and staff here as much as possible. Here is the percentage of students attending school monthly:

Month	% Grade 9	% Grade 10	% Grade 11	% Grade 12	% Total
September	91.08%	91.58%	93.18%	92.32%	91.94%
October	94.72%	95.63%	95.45%	95.57%	95.31%
November	89.43%	89.33%	91.89%	91.10%	90.31%
December	86.20%	88.00%	88.61%	88.12%	88.12%
January	91.28%	91.46%	92.93%	90.75%	91.56%

Notable accomplishments:

- **High School Art Department** – The High School Art Department was recently awarded \$1450 from the John and Ann Taylor Fine Arts Grant facilitated by DA Davidson. The funds will enrich painting and printmaking classes at the high school.
- **Montana World Affairs Council's Academic World Quest** – 20 students have signed up to attend the Montana World Affairs Council's Academic World Quest in Missoula on March 6 & 7. Students will engage with global experts including Ambassadors, international thought leaders, policy experts, and practitioners. Topics this year include Democracy vs Autocracy, protecting the world's wildlife, Ethiopia, and global food insecurity, among others. The final day includes a team competition that tests students on their knowledge of current world affairs and global issues.
- **Flathead Lake Choral Festival** – CFHS Troubadours and Cantelina choir attended the Flathead Lake Choral Festival on Monday, Feb. 6 with eight other high schools. They rehearsed with guest conductors and performed in a combined concert at 5:30pm at PHS. Also, CFHS Sonifers are selling their Singing Valentines and preparing for the annual Bleed Blue Tour.
- **CFHS Musical, Little Women** – Our annual CFHS Musical, Little Women will be running at CFHS from February 16-18. Senior Zoey Byrd leads this amazing cast of strong singers in this timeless coming-of-age story. Please come hear these amazing students perform this show. Thursday at 6pm, Friday at 7pm, Saturday at 2pm and 7pm, general admission tickets will be sold at the door and are \$10 for adults and \$5 for students.
- **Athletic Trainers in the Making: Modern Principles of Athletic Training** – Troy Bowman teaches a class to interested students on the principles of athletic training. Sports-med students Hope McAtee and Bailey Auge practicing for their practical test on ankle taping.





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- CHFS Artwork On Display** – CFHS student artwork will be on display at MT Coffee Traders during March to celebrate Youth Art Month: Angela Zvyahelskiy - 10th grade; Rachel Cincis - 10th Grade; Orion Barta - 12th grade; Audrey Hanley - 9th grade



Strategic Goal #2: High Performing Workplace

Open and Unfilled Positions at the High School -

We have four special education paraprofessional openings. We have filled the classroom paraprofessional for the remainder of the year. These have been advertised and open since last spring.

Staff Attendance	Sept.	Oct.	Nov.	Dec.	Jan.	1st Sem	Feb	Mar.	Apr.	May	2nd Sem
Percent %	93	91	89	89	92	91					

Staff Attendance

Staff attendance increased 3% the month of January. Overall, our absentee rate for the year is 91% for the first semester of school. Interestingly enough, both student and staff attendance hovers around 91% for the first semester.

Other Accomplishments:

- Continuing to Dig Into Data** – Staff have spent more time digging into engagement data. At a recent staff meeting, we looked at data from the fall Student Engagement Survey, as well as my Principal Walk-Through data. We looked for strengths, weaknesses, and areas of growth and celebration. We are devising a plan to address the data. We will share more with the community and school board in upcoming board reports.
- Professional Development Grants** – Columbia Falls School District is proud of our professional development (PD) grant system that reads, reviews, and approves PD for teachers. The PD makes a difference in daily instruction with students. Jaime Bell states, “I received a grant from the district to go to the AP summer institute in CDA for AP Language which will help me prepare our 10th grade honors students for AP Lang their junior year.”

Strategic Goal #3: Organizational Effectiveness

John Thompson, assistant principal, and myself work hard to divide up all our **informal and formal observations** (over 82 total). Informal observations are conducted with a tool from the Marzano iObserve format and can be conducted in about 20 minutes. These occur randomly with staff and the feedback is



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used in the evaluation process. Formal observations are conducted using the same tool, but the length of time is longer from 45-60 minutes. In addition, a preconference and post conference format for meetings is used to discuss goals and set priorities for continuous improvement for the future. The number of observations is specified by the Collective Bargaining Agreement. Non Tenured teachers (teachers under 3 years of contracted service to the district) are evaluated with two formal and two informal observations. Teachers in years 4-8 have one formal and two informal. To date, John and I have completed 60% of the evaluations for the year with roughly 60% of the year left.

Strategic Goal #4: Family & Community Engagement

Bleed Blue Week is a celebration of everything CFHS. To combat the doldrums of the spring, bring pep back to our step for both teachers and students, a homecoming-like celebration week was devised by students and the past principal, Mr. Gaiser. The focus is connecting with our community, inviting them in, and creating strong ties between the school and the business community. **Bleed Blue week will be Feb. 27-March 3.** We have a series of assemblies planned and other great events. Students will be getting out into the community that week as well to promote the great things going on in our school.

The Prom Dress Drive has been a huge success. We received some amazing donations of suits and dresses from the community and from our student body. To date, we have given over 25 dresses/ suits to students. Once our students are done shopping we will be taking the rest of the dresses to Big Fork High School to share with their students. Next year all schools in the Valley have agreed to have a large joint drive that will serve all students in the Valley.

The Bleed Blue Committee is meeting and has scheduled two QPR suicide prevention training sessions one for students and one for the community. They will also be here to train our freshmen in suicide prevention in the spring.

February 7th was our CFHS Career Fair. Close to 60 businesses attended the Career Fair. Students had the first opportunity to meet with businesses in the afternoon. Then anyone looking for employment or a change in employment attended after 3:45 PM. We are grateful for our connection to the Kalispell Job Service and the Columbia Falls Chamber of Commerce. A huge thank you to Tamara Sundberg for helping organize this fantastic event. Two of our students gave TV interviews pertaining to the Job Fair. One of our students was able to spend the day at B Broadcasting and work as a radio host for the day.

We are hosting our very first Chili Cook Off and Bingo Night on February 28. This is a community event with the goal of staying true to the Bleed Blue vision which was to connect our school to the community and vice versa. The Chili cookoff is free to enter and the winner will receive a staycation, dinner for two and other prizes. The bingo will be \$1.00 per card. This is an NHS fundraiser so that NHS can continue to do community service projects such as the Veteran's Assembly, helping with food banks, and other community activities.

Strategic Goal #5: District Facilities Support & Enhance Learning

Continued to meet with Logan Health for a possible grant that could infuse funds into professional development for health related opportunities, as well as supporting some minor physical changes within our facility. We are fortunate for our partnership with Logan Health and understand the needed services they provide to our school community.

TO: Board of Trustees
FROM: Dustin Zuffelato, Business Manager/Clerk
DATE: February 9, 2023
RE: **Business Office Report for the February 13, 2023 Regular Meeting**

Columbia Falls High School Baseball Program

As we embark on the inaugural season for High School Baseball, we have some agreements to execute. You recall in March 2022, a group submitted a proposal to fund the baseball program. This group was working to obtain a 501(c)3 status with a legal entity name of Columbia Falls High School Baseball Association. All fundraising efforts until the IRS can process this request for the new entity, have been deposited into the District's Student Activity Account. To date, fundraising efforts have yielded **\$36,603**. The preliminary budget depicts one-time startup costs for equipment, uniforms, etc. to be \$26,000 and annual operating costs to be approximately \$25,000. In summary, the program has raised approximately 75% of the first year costs. During the past April 2022, Regular Board Meeting, the Board formally committed to adding baseball as a MHSA sanctioned program as well as the draft Memorandum of Agreement. The enclosed MOA is the final draft clearly identifying the roles and responsibilities of the Columbia Falls Baseball Association and SD6. Transportation to games will be in a SD6 activity bus. However, transportation will not be provided to the Sapa-Johnsrud practice facility. Food concession proceeds will be retained by Columbia Falls Baseball Association. Gate Receipts will be deposited to the District's student activity account.

The District use of the Sapa-Johnsrud field will be formalized via a sub-lease agreement between the Columbia Falls Baseball Association and the State Department of Natural Resources as the DNRC owns the property. The sublease requires the District to pay 50% of the amount billed to Columbia Falls Baseball Association by the DNRC or approximately \$2,500. Furthermore, in an effort to offset the other fixed operating costs of this facility, the District will pay the Columbia Falls Baseball Association \$1,500 annually. The term of the sublease is December 2022 to February 2027 to coincide with the expiration date for the master lease term. The District will also be responsible to mow the grass once per week during the baseball season.

Regular School Election – May 2, 2023:

The three-year terms of the following Trustees will expire in May:

-Dean Chisholm Elem/HS District
-Keri Hill Elem/HS District
-Barbara Riley Elem/HS District

To date, I have received a Declaration of Intent from Barb Riley and Megan Upton to run for these positions.

The due date is March 25, 2023.

The Board will need to consider which type of election they would like to conduct this Spring e.g. mail ballot or polling place election. As you know, the District has the option of either mailing ballots to ALL REGISTERED Voters or mailing to permanent absentee only and then facilitating voting at a polling place location on election day. The Mail Ballot Election plan would send ballots to all registered voters and no in person voting. The polling place election would still require sending ballots to all registered permanent absentee voters as well as conduct in-person polling place for electors to cast ballots. I recommended conducting the May 2 2023 Annual School Election by all Mail Ballot. Last time we conducted a Trustee polling place election (May 2019) only 138 ballots were cast at the polling place (GG Elem). The benefit of conducting in-person polling place election to accommodate perhaps 150 people seems to be outweighed by the cost of hiring judges as well as the administration burden of overseeing this polling place.

The Board of Trustees are required to call for an election at least seventy days prior to the election (February 24, 2023). If the number of candidates filing for positions or filing a declaration of intent is equal to the number of positions to be elected and there is no other reason for the election, the election will be cancelled in accordance with 13-1-304 and 20-3-313, MCA. If the election is not held, the Trustees shall declare elected by acclamation the candidates who filed for the positions or who filed a declaration of intent to be a write in candidate for the positions and issue a Certificate of Election to the candidates.

The Board of Trustees are required to call for the General Fund Operating Levy Election at least seventy days prior to the election (February 24, 2023). The levy amount is required to be set by March 31, 2023. Based on the unofficial February 2023 Count and using 2.70% legislative increase as anticipated pursuant to HB 15, the over-base levy authority is estimated to be **\$392,820 in the Elementary** and **\$149,136 in the High School**.

	Elementary	High School
FY 23 (current) budget	\$11,637,970	\$5,962,782
FY 2024 Highest w/o vote	\$11,898,964	\$6,203,772
FY 2023 Highest Budget	\$12,291,784	\$6,352,908
Largest Voted amount possible	\$392,820	\$149,136

The intent is to conduct a Finance Committee on February 27th to discuss the FY24 budget. The Board will reconsider the levy amount/need during the March Regular Board Meeting. In summary, the resolution herein simply allows the District the flexibility to conduct an election but does not require or fully commit until we get time to further analyze the ANB count from the Feb 6th count date and complete budget projections.

Drivers Education – Program Fees

You recall the District not operating this program last year as a result of not being able to secure teacher(s). New Junior High Teacher Peregrine Frissell offered to restart this program during the current school year. The first class was offered in October 2022. Class size was limited to 14 students as we only have one instructor. The class fee was increased from \$225 to \$275 to account for the higher operational costs as well as the additional time for a new teacher and his mentor Jessie Schaeffer to administer the program.

Looking forward to the class in the Spring 2023, a few other teachers (Ted Miller and Jessie Schaeffer) have offered to help with the student drive times. The District will be able to accommodate 16 students for the upcoming spring class. The District also plans to conduct a class in the summer 2023.

Reviewing the financial results of the initial class conducted in the Spring, the net loss was approximately \$100 per student. In an effort to mitigate an estimated \$1500 operating loss for the upcoming class, the District would propose another fee increase. Of the other District's in the County who operate programs, Bigfork is \$275, Whitefish is \$300, and Kalispell is \$310

Health Insurance Committee Recommendations

The Committee met on Feb 8th. The Committee recommended executing a proposed service agreement with It Starts with Me (ISWM) effective July 1 2022. The District utilized ISWM in November 2022 to conduct 143 health screens. The agreement formalizes the terms of our arrangement in which the fee is \$145 per screen. In addition to the results of the screens to be used individually by each member, the aggregate data is used by the Plan to identify areas to focus the health promotion program. The Committee reviewed three amendments to the Administrative Services Agreement with EBMS. Amendment #5 pertains to the InterWest PPO change increasing their access fee from \$4.50 to \$5.00 PEPM effective 1/1/2023. Amendment #3

is related to the 2021 Plan Year and Amendment #4 is related to the 2022 Plan Year. Both do not change our costs or require any retroactive funding.

COVID 19 Testing Plan Resolution - In March 2020, the Plan Document was amended to provide coverage required to comply with the Families First Coronavirus Response Act. Specifically, covering all COVID tests and vaccines without any cost sharing requirements. Effective January 15, 2022, coverage for OTC (at home) tests will be amended via new guidance. The number of tests covered will be limited to 8 per year and a lesser of actual cost or \$12 per test. The Committee continues to work on devising changes to plan benefits and premium design in an effort to provide a benefit package that is of utmost value to all of the employees. Discussion recently changed focus towards the classified staff. 43% of the classified union members waive coverage. Alternate strategies (that would be more beneficial to ALL of the classified employees) to deploy the equivalent of the \$1,148 per employee per month contribution defined within the Collective Bargaining Agreement.

Property Tax Values - 2022

You recall the District tax value trend as follows:

2022	\$47,656,001	2.84%	
2021	\$46,340,009	13.16%	Revaluation
2020	\$40,951,724	3.33%	

The District recently obtained the tax value detail from the County. Highline Housing Partners cracked the top 10 taxpayers. SmartLam also was not too far behind making the top ten.

TAX VALUE HISTORY

	2020/21		2021/22	
Weyerhaeuser Lumber	\$ 1,890,259	4.86%	\$ 1,977,930	4.64%
Flathead Electric	\$ 1,245,074	-1.19%	\$ 1,201,832	-3.47%
F.H. Stoltz	\$ 744,995	1.89%	\$ 919,437	23.42%
				-
Northwest Energy	\$ 751,045	-2.39%	\$ 642,823	14.41%
				-
Burlington Northern	\$ 689,534	0.93%	\$ 620,510	10.01%
Meadow Lake	\$ 438,767	11.91%	\$ 437,000	-0.40%
Skywest Air/Delta	\$ 228,993	-4.34%	\$ 363,488	58.73%
Xanterra Parks and Resorts	\$ 308,502	5.36%	\$ 305,627	-0.93%
Highline Housing Partners LLC	\$ 253,924	193.33%	\$ 253,386	-0.21%
				-
Charter/Bresnan/AT&T	\$ 307,212	74.12%	\$ 252,186	17.91%
	6,858,305	6.60%	6,974,219	1.69%
Total Tax Value Elementary District	\$ 39,164,541	14.48%	\$ 40,532,071	3.49%
Top 10 encompass of the total	17.51%		17.21%	
Elementary District Mills Levied	204.61		198.17	
Elementary District Property Tax Levy	\$ 8,013,981	299,133	\$ 8,032,204	18,223

Monthly Insurance Claim Summary

Paid Claims January, 2023

Medical Plan paid claims	\$ 310,301
Specific Stop Loss	\$ 0

Monthly medical expected claims based on an enrollment of 230 Plan participants
(65 singles/165 families): \$ 203,154

Plan claim liability as a percentage of expected claims: 152.74 %

Paid Claim summary plan year-to-date (July 1, 2022 through January 31, 2023):

	<u>Actual</u>	<u>Expected</u>	<u>Percentage</u>
Medical Plan paid claims	\$1,691,676	\$1,420,423	119 %
Specific Stop Loss	\$ 0		

SPECIAL EDUCATION

SPECIAL SERVICES COLUMBIA FALLS SCHOOL DISTRICT #6

February 7, 2023 Board Report
Submitted by Michelle Swank, Director

Community Connections

Child Find Event

SD6 will host a Child Find event, February 17, 2023. This event will allow families the opportunity to have their child (up to age 5) screened for potential developmental concerns which may include; Speech Language, Hearing, Vision, Motor Skills, Thinking Skills, Social Awareness, and Independence Skills. School district team members included within this event: School Psychologist, Trina Crowe, Speech Language Pathologist, Sandy Aalderks, Developmental Preschool Lead Teacher, Lindsey Fishel, Certified Occupational Therapy Assistant, Alyssa Drew, and Director of Special Services, Michelle Swank.

Parent Education Opportunity

A parent education class will be offered starting 2/12/23 on Parent Training for Disruptive Behavior. This twelve week course is a specific training program for parents and other caregivers of child ages 3 to 10, with Autism, other related disabilities, and mild to moderate behavior problems, such as; tantrums, noncompliance and difficulties with transitions and aggression. This parent training will be facilitated by Crystal Fisher, Behavior Coach at Ruder Elementary who is a Board Certified Behavioral Analyst, as well as Trisha Quiram, ASHA certified Speech-Language Pathologist at Ruder Elementary.

Staffing: While SD6 has had positions filled for para-educator positions over the past several months, we still continue to have a need for Para-educators and a Special Education Teacher for the 2022-2023 school year.

Students Receiving Special Education Services as of 2/6/2023

Grade breakdown % of students receiving special education services per grade level *Pre-K separate

	GG	Ruder	CFJH	CFHS
K	14.3%	19.3%		
1	18.5%	10.4%		
2	16.9%	15.0%		
3	16.5%	18.8%		
4	19.5%	19.0%		
5	30.0%	13.2%		
6			18.5%	
7			13.5%	
8			12.8%	
9				10.7%
10				11.0%
11				8.1%
12				9.0%

- 15.5% students identified to received Special Education Services for SD6

RESOLUTION 406
TRUSTEE RESOLUTION CALLING FOR AN
ELEMENTARY DISTRICT ELECTION

BE IT RESOLVED, the Board of Trustees for Elementary School District No.6, Flathead County, State of Montana, will hold the Annual Regular School Election on Tuesday, May 2, 2023, which date is not less than seventy (70) days after the passage of this Resolution. The election will be conducted by **Mail Ballot Election**.

The purpose of the election is to fill the three (3) year expiring terms of Trustees Dean Chisholm, Keri Hill, and Barbara Riley. Approval of additional over-base levies to operate and maintain the General Fund for fiscal year 2024 will also be requested.

If it is later determined that any portion of the election is not required, the Board of Trustees authorizes Dustin Zuffelato, Election Administrator, to cancel that portion of the election in accordance with 13-1-304 and 20-3-313, MCA.

The electors of this District who are qualified to vote at such election are hereby appointed to act as judges at the election:

<u>ELECTION JUDGE</u>	<u>Address</u>
Dorothy Downen	PO Box 1055, Columbia Falls
Ann Stephens	1000 St. Andrews Drive, Columbia Falls
Elaine Winslow	1888 Riverwood Drive, Columbia Falls
Sandra Giroux	625 6 th Avenue West, Columbia Falls
Patricia Eppelsheimer	165 Oakmont Loop, Columbia Falls

BE IT FURTHER RESOLVED, that the Clerk of this School District is hereby directed to notify the above named election judges of their appointment and to notify the County Election Administrator of the date of holding said election, and request the clerk to close regular registration and to prepare and furnish election materials as required by law. If any of these judges should not be able to serve, the Election Administrator will choose a replacement from certified judges.

Print Name of Board Chair

Signature of Board Chair

Print Name of District Clerk

Signature of District Clerk

DATED this _____ day of _____, 20__.

RESOLUTION 407
TRUSTEE RESOLUTION CALLING FOR A
HIGH SCHOOL DISTRICT ELECTION

BE IT RESOLVED, the Board of Trustees for High School School District No.6, Flathead County, State of Montana, will hold the Annual Regular School Election on Tuesday, May 2, 2023, which date is not less than seventy (70) days after the passage of this Resolution. The election will be conducted by **Mail Ballot Election**.

The purpose of the election is for approval of additional over-base levies to operate and maintain the General Fund for fiscal year 2024.

If it is later determined that any portion of the election is not required, the Board of Trustees authorizes Dustin Zuffelato, Election Administrator, to cancel that portion of the election in accordance with 13-1-304 and 20-3-313, MCA.

The electors of this District who are qualified to vote at such election are hereby appointed to act as judges at the election:

<u>ELECTION JUDGE</u>	<u>Address</u>
Sharon Bankston	PO Box 386, West Glacier
Betsy Rich	PO Box 407, West Glacier
Kay Ridenour	PO Box 195, West Glacier

BE IT FURTHER RESOLVED, that the Clerk of this School District is hereby directed to notify the above named election judges of their appointment and to notify the County Election Administrator of the date of holding said election, and request the clerk to close regular registration and to prepare and furnish election materials as required by law. If any of these judges should not be able to serve, the Election Administrator will choose a replacement from certified judges.

Print Name of Board Chair

Signature of Board Chair

Print Name of District Clerk

Signature of District Clerk

DATED this _____ day of _____, 20__.



Mail Ballot Written Plan, Timetable and Instructions

MUST BE RECEIVED BY SECRETARY OF STATE NO LATER THAN 60 DAYS BEFORE ELECTION DAY. COMPLETE, SAVE AND EMAIL THIS FORM TO SOSELECTIONS@MT.GOV. THIS DOCUMENT MAY BE AMENDED UNTIL THE 35TH DAY BEFORE THE ELECTION. ELECTION CAN BE CANCELLED AT ANY TIME PERMITTED BY LAW. A SEPARATE PLAN MUST BE SUBMITTED FOR EACH TYPE OF ELECTION.

Written Plan	Response
1 Legal Name of Jurisdiction	School District No. 6 (Columbia Falls) Elementary District
2 Name of County or Counties Involved	Flathead
3 Estimated # of Electors (including Active, Inactive, and Provisional in jurisdiction; Inactive voters are only provided ballots by request but should be included in estimate)	11,400
4 Type of Election (e.g., trustee/director/governing body, levy, bond, creation, etc.)	Trustee
5 Postage to return ballot paid by: elector or election office (& if insufficient, who pays)	Elector; jurisdiction covers insufficient postage.
6 Describe procedures you will use to ensure security and transport of ballots	Return address on affidavit envelopes will facilitate ballots being sent directly to the Flathead County Election Office. Drop Off location at the Columbia Falls School District will serve local residents. Ballots will be deposited in locked ballot box and secured in locked area. Any transportation of ballots will be conducted by at least two officials.
7 Ballots will be printed based on: precinct, ward, or district	District
8 For school elections, specify signature verification procedures:	Signatures are verified by the Flathead County Election Administrator.

Timetable	Date
1 Date applicable documents sent to the governing body <i>No date set by law, but should be no later than 60 days before election. Documents include: 1) written plan; 2) statement of decision to conduct election by mail; 3) list of reasons for decision; and 4) statement regarding right of governing body to object under 13-19-204.</i>	February 13, 2023
2 Actual date of submission of plan, timetable, and instructions to Secretary of State (Must be received by Secretary of State at least 60 days before election.)	March 1, 2023
3 Last day for governing body to opt out of mail ballot (no later than 55 days before election – if the election is on a Tuesday, the last day to opt out is a Wednesday)	March 8, 2023
4 Secretary of State approves, disapproves or recommends changes to plan	Within 5 days of SOS receipt of plan
5 County election administrator publishes notices at least 3 times in the 4 weeks before the close of regular registration specifying close of voter registration and availability of late registration (For all non-school <i>and</i> school elections, to be published by the county election administrator at least 3 times in the 4 weeks preceding the close of registration, once per week. School clerks running school elections will need to coordinate with the county election administrator to have the county election administrator publish the notices of close of registration. 13-2-301)	March 7, 2023 March 14, 2023 March 21, 2023
6 Publish notice of election (All non-school elections: 13-1-108, MCA; school elections: 20-20-204, MCA. For school elections, notice must be published at least once between 40 and 10 days before the election in a newspaper (if there is one in the district) and in 3 public places in the district, and for 10 days prior to the election, on the district's website, if the district has an active website)	April 12, 2023 If applicable, click on or enter a 2nd date. If applicable, click on or enter a 3rd date.
7 Close of regular voter registration (30 days before election; move to 29 days before election when 30th day falls on a Sunday)	April 3, 2023
8 Beginning of late voter registration (applicable to all elections) (Late registration opens for all elections the day after the close of regular registration)	April 4, 2023
9 Specific date on which ballots will be mailed (No sooner than 20 days or later than 15 days before election)	April 12, 2023
10 Election Day	May 2, 2023

Additional Information (to access the sections of law below, visit <http://leg.mt.gov/bills/mca/index.html>):

List here any special requirements from applicable laws: Water/Sewer (7-13-2212; 7-13-2325), Fire (7-33-2106), Museum (7-11-1011(5)), Cemetery (7-11-1011(5)), Drainage (85-8-305), Irrigation (85-7-1710); certain Special Districts (7-11-1011(5); defined in 7-11-1002(3)(b)).

Affirmation:

By entering my name on the line below, I affirm that I will conduct the election according to the written plan and timetable for conducting the election. I understand that any undeliverable ballots must be filed securely, retained and available for electors to vote and that I must attempt to contact

electors whose ballots are undeliverable. If such electors cannot be contacted otherwise, electors in odd-year elections will be mailed a notice and the guidelines in 13-19-313, MCA and ARM 44.3.2710 will be followed. (For school trustee elections: if a school trustee election is cancelled for any reason, I understand I must follow the deadlines and process in 20-3-313 MCA.)

Dustin Zuffelato

Name(s) of Election Administrator(s) Conducting Election

Complete the above plan and timetable and the instructions below, and save and email this form to soselections@mt.gov.

Updated January 25, 2023

INSTRUCTIONS FOR VOTING A MAIL BALLOT – PLEASE READ CAREFULLY

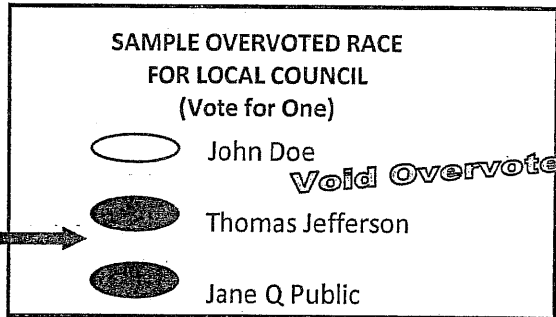
Read carefully and follow all directions

Ballots must be received by election office by 8 p.m. on Election Day

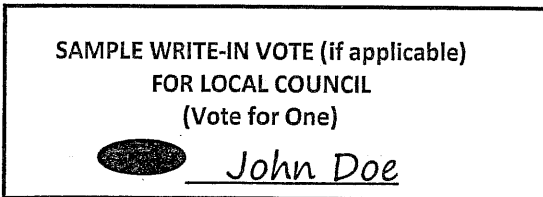
Failure to follow directions may invalidate part or all of your ballot

1. VOTE YOUR BALLOT

- As instructed on the ballot, mark the designated voting area for each race using only black or blue ink pen.
- Vote in all columns and both sides of ballot(s) as applicable. *Skipping a race will not invalidate your ballot.*
- Do not cross out, erase, or use correction fluid.
- Do not make any identifying marks on your ballot.
- Do not mark more choices than allowed for each race (overvote) as that will cause that race only to not be counted.



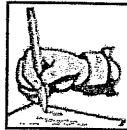
- If applicable, to write in a candidate's name, mark the designated voting area to the left of the line provided and print the name in the blank space.



- If you make a mistake or spoil your ballot, request a replacement ballot from the election office.

2. PREPARE BALLOT FOR SUBMITTAL

- Place VOTED ballot in the SECRECY ENVELOPE and seal (if multiple sheets, return all sheets of the ballot).
- SIGN YOUR** signature on the voter affirmation on the back of the Signature Envelope. Failure to sign may invalidate your ballot.
- If the signature on the affirmation does not match the signature on file, the ballot may be rejected.
- Place the Secrecy Envelope containing your voted ballot into the Signature Envelope and Seal.



3. RETURN BALLOT

- Mail your ballot; or
- Drop off ballot:



The place(s) of deposit and the days and times when ballots may be returned to the places of deposit before election day and on election day are:

Columbia Falls School District
Administration Office
501 6th Avenue West
Columbia Falls, MT 59912
Monday-Friday 8:00 A.M. to 4:00 P.M.

- This election is by mail ballot only – regular polling places will not be open. Ballots must be received at the election office by 8 p.m. on Election Day, May 2, 2023. (Note: a postmark cannot be accepted so if you mail your ballot make sure there is enough time for it to reach the election office.)

DO NOT FORGET POSTAGE IF MAILING:
58 cents postage required



ASSISTANCE FOR VOTERS WITH DISABILITIES: There are options for voters with disabilities. Contact your election office for information about all options.

MILITARY/OVERSEAS VOTERS: If you are an active-duty absent military voter or overseas citizen, electronic registration and voting options may be available. Contact your election office for information about all options.

IF YOU HAVE QUESTIONS CONTACT THE ELECTION OFFICE AT:

Phone: 406-892-6554
Fax: 406-892-6552
Email: d_zuffelato@cfmthschools.net



Memorandum of Understanding (“MOU”)
Between
Columbia Falls High School Baseball Association (“CFHSBA”)
and
Columbia Falls School District 6 (“SD6”)

I. Purpose and Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the commencement of a Montana High School Association (MHSA) sanctioned High School Baseball Team provided by SD6 beginning with the 2022-23 season.

In particular, this MOU is intended to memorialize the parties' shared intent to:

- Create a high school baseball team consisting of a Varsity and Junior Varsity team at Columbia Falls High School sanctioned by Montana High School Association (MHSA).
- Funding the program with no direct impact to School District budgets for the initial three years.
- Utilize the Sapa-Johnsrud field for practice and games.
- Adhere to existing School District policies regarding employment of coaches, team travel, equipment/uniform procurement, athlete participation, and risk management (insurance).

II. Background

1. There is a very strong tradition of successful baseball in the Columbia Falls community.
2. Columbia Falls Baseball Association and Glacier Babe Ruth Baseball are existing 501c(3) non-profit programs and have successfully run their programs for over the last 40 years.
3. Over the last 5 years, approximately 25-35 kids residing in Whitefish and Columbia Falls continue to compete at the High School Legion baseball level with the Glacier Twins.
4. The Montana High School Association added Baseball as a sanctioned sport commencing during the 2022/23 season.
5. In April 2022, the SD6 Board of Trustees approved offering baseball as an MHSA sanctioned activity commencing during the 2022/23 season.
6. The Columbia Falls High School Baseball Association (CFHSBA) will be established as a separate legal entity (501c(3)) in an effort to fund the program for the initial three years of operation (seasons 2022/23, 2023/24, and 2024/25).

III. Baseball Program Structure

1. It's about the kids. Providing equal opportunities (level the playing field) for 36 kids to be part of the team, be held accountable through school policies and expectations, and learn about life through baseball.
2. These students will be split between a Varsity Team and a Junior Varsity Team. For student athletes who don't make the Varsity or Junior Varsity programs, Glacier Babe Ruth Baseball is supportive and well positioned to provide an opportunity for freshmen and sophomores to play on 13-15 year old teams as part of league play during the same time frame.
3. The MHSA Baseball season will start in mid-March and end at the state Tournament at the end of May.
4. High School Baseball shall operate under the full authority of SD6.

IV. Program Funding

1. The Columbia Falls High School Baseball Association (CFHSBA) will move forward as a 501c(3) non-profit and has committed to facilitate the fundraising for the 2022/23, 2023/24, and 2024/25 seasons through their 501c(3) status.
2. The Program will be fully funded by the CFHSBA with expectation that the CFHSBA, 36 players, and parents participating in the program will conduct fundraising activities to support this program.
3. The initial season including start-up costs are estimated to be approximately \$48,000 with annual costs estimated to be approximately \$27,945 for each of the subsequent seasons. This cost includes transportation, facility costs, equipment costs, coaches, etc. (Appendix A: Budget Breakdown)
4. SD6 will establish a separate student activity account for the High School Baseball program.
5. CFHSBA shall remit the amount necessary to operate the entire season as identified in Appendix A prior to the start of each season. CFHSBA shall remit additional funds to SD6 prior to June 30 to cover the current season costs if the expenses exceed the amount funded up-front at the beginning of the season.

V. Employment Policies

1. SD6 will employ the coach(s) and be solely responsible to make all applicable employment decisions. A representative from the CFHSBA may provide input to the Athletic Director and may participate in the interviewing of potential coach(s).
2. The coach(s) will be paid pursuant to the SD6 collective bargaining agreement (CBA) with the Columbia Falls School District 6 Education Association (CFEA). The Head Coach Position will be paid .17 of the base salary and the Assistant Coach position(s) will be paid .12 of the base salary.

3. In addition to the Head Coach, an Assistant Coach will be required if the number of athletes exceeds 15 to fulfill a JV and Varsity team(s). Any persons who volunteer their services to help supervise and/or coach, will need to be to fulfill the SD6 volunteer requirements as well as the MHSA coaching requirements and certifications, including complete background verification.
4. The primary location of employment is deemed to be the Sapa-Johnsrud field located in Columbia Falls. Coaches will not be provided mileage reimbursement to attend daily practice. Coaches will be provided mileage reimbursement as allowed by state law for all other required program travel.
5. A meal allowance will be provided to coaches in an amount equivalent to what is established within section 2-18-502(1), MCA. In order to obtain a meal allowance, the travel status must exceed three continuous hours. The amount of the meal allowance should be used as a guide to determine the authorized meal budget for coaches and students while in travel status. The coach can use a credit card issued by SD6 to purchase meals. Credit card purchases must be documented by a detailed receipt/invoice, which must be submitted to the Athletic Director on a weekly basis.
6. Umpires will be required to be members of the Montana Officials Association. Umpires will be contracted and paid by SD6. The cost of Umpires will be funded by the CFHSBA.

VI. Transportation Policies

1. The transportation of students will only be conducted in a SD6 activity bus. The program must adhere to the transportation policies established and directed by SD6. The coach is required to be in charge of supervising students on the bus and be present at all times such vehicle is occupied by students. A supervisor in addition to the driver must accompany students in the vehicle.
2. SD6 will not provide transportation to the practice facility. The practice facility is within a short walk/bike from the High School.

VII. Practice Facilities

1. The program shall utilize the Sapa-Johnsrud field for practices and games. SD6 shall use the fields to conduct practices on a daily basis between 4PM and 6PM.
2. Use of this facility is via a separate existing agreement (LEASE AGREEMENT) between the Columbia Falls Baseball Association and the State of Montana-Department of Natural Resources- Montana State Board of Land Commissioners for the ten year period 2017-2027.

3. SD6 shall agree to sublease the facility from the Columbia Falls Baseball Association and shall pay 50% of the base rent defined within the Lease Agreement for the use of the facility including the following:

- a. Trash removal
- b. Electricity – field lights shall be used at the sole discretion of the umpires/coaches
- c. Water/irrigation
- d. Field lining-chalk and equipment to be provided for use by the program.

SD6 will be responsible for the following field maintenance:

- a. Lining/chalking the fields.
- b. Infield prep/rake.
- c. Mowing the grass once per week during the high school baseball season.

Payment shall be made annually on or before the first day of March as aligned to the payment terms within the Lease Agreement.

4. SD6 shall have an opportunity to re-negotiate the terms of the Lease Agreement with the State Board of Land Commissioners upon the expiration of the existing lease agreement in 2027.

5. Food Concessions shall be operated and all proceeds retained by Columbia Falls Baseball Association.

6. Gate Receipts or admission revenue shall be deposited to a School District student activity account.

7. SD6 shall provide a certificate of liability insurance naming the Columbia Falls Baseball Association as additional insured.

8. In an effort to offset the other fixed operating costs of this facility, SD6 shall provide additional compensation to the Columbia Falls Baseball Association for use of the field in the amount of \$1,500 payable annually on or before the first day of March.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of authorized officials representing SD6 and Columbia Falls High School Baseball Association (CFHSBA).

SD6 and CFHSBA indicate agreement with this MOU, and that the individuals signing on behalf of the entity have the authority to do so, by their signatures.

Columbia Falls High School Baseball Association
Board President

Signature

Date

Columbia Falls School District Six
Board President

Signature

Date

Appendix A : Expenses Estimate

Head Coach (.17) (\$36523 base salary)	\$6,208.91
Assistant Coach (.12)	\$4,382.76
MHSA Annual Dues and Insurance	\$325.00
Transportation Seasonal possible lodging	\$4,000.00
Transportation Post Season and Lodging	\$4,000.00
Sapa-Johnsrud Facility Rental	\$2,600.00
- \$1400 for field, \$1200 for grandstand insurance.	
Equipment Start Up (estimate)	\$16,000.00
Uniforms Start Up light and dark	\$10,000.00
Officials (\$65/game plus mileage/per diem for Varsity)	\$800.00
- Plan for 10 home games / year	
Officials (\$48/game plus mileage/per diem for JV)	\$630.00
- Plan for 10 home games / year	
First year Total	<u>\$48,945.00</u>
Subsequent Years	\$27,945.00
Equipment Annual after start up	\$5,000.00
(No uniforms for three years)	
Estimated Total for first three years of program :	<u>\$97,890.00</u>

COMMERCIAL SUBLEASE AGREEMENT

THIS SUBLEASE dated this _____ day of _____, _____

BETWEEN:

Columbia Falls Baseball Association

(the "Sublandlord")

OF THE FIRST PART

- AND -

Columbia Falls School District

(the "Subtenant")

OF THE SECOND PART

Background

- A. This is an agreement (the "Sublease") to sublet real property according to the terms specified below.
- B. The master lease (the "Master Lease") is dated March 1, 2017 and is between Montana State Board of Land Commissioners (the "Landlord") and the Sublandlord with respect to the following lands and any improvements on those lands (the "Premises"): 1950 Talbot Rd., Columbia Falls, MT 59912.
- C. The Subtenant is willing to undertake certain obligations of the Master Lease.

IN CONSIDERATION OF the Sublandlord subletting and the Subtenant renting the Subleased Premises, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

Subleased Premises

- 1. The Sublandlord leases to the Subtenant the portion of the Premises (the "Subleased Premises") described as follows: Sapa-Johnsrud Memorial Field.

Term

2. The term (the "Term") of the Sublease is structured to expire in conjunction with the Master Lease Agreement. The Sublease shall commence on December 1, 2022 and expire on February 28, 2027.
3. Renewal Option. If all Rent due under this Sublease has been paid when due and the terms of this Sublease have not been violated, Subtenant may renew the Sublease for an additional 10 year Term and subsequently additional 10 year Terms. Should the Sublandlord in their discretion decide that it is in the best interest of the Sublandlord not to renew this Sublease, and notify the Subtenant of such decision at least six (6) months prior to the expiration of the Term, Subtenant shall have no renewal rights.
4. The provisions of this Sublease are subject to the terms and restrictions of the Master Lease.

Rent

5. The amount of rent and the conditions of payment will be 50% of the amount billed to CFBA from the DNRC and is to be due no later than March 1st of each year. The Sublandlord will bill Columbia Falls School District for the amount due via mail to PO Box 1259, Columbia Falls, MT 59912. On or before the required due date, the Subtenant will personally deliver or send the rent to the Sublandlord at PO Box 699, Columbia Falls, MT 59912.
6. The 50% multiplier for calculating the rent is obtained by allocating the acres used by CFBA (50%) and Columbia Falls School District (50%) of the total acres at the Premises using Exhibit A-Map from the Master Lease as attached.
7. In an effort to offset the other fixed operating costs of this facility, Columbia Falls School District shall provide additional compensation to the Columbia Falls Baseball Association for use of the field in the amount of \$1,500 payable annually on or before the first day of March.

Use of Subleased Premises

8. Except as otherwise provided in this Sublease, the Subtenant and the agents and employees of the Subtenant will only use the Subleased Premises for a purpose consistent with the permitted use allowed in the Master Lease. Further, the Subtenant agrees to comply with all other applicable provisions of the Master Lease, and will not do anything that would constitute a violation of any part or condition of the Master Lease.

The Subtenant shall use the subleased premises including the associated batting cages to conduct practices from 4PM to 6PM on a daily basis. The Subtenant shall use the subleased premises as scheduled for games.

Utilities

9. During the Term of this Sublease, the Sublandlord is responsible for the payment of the following utilities and other charges in relation to the Subleased Premises: Flathead Electric - Meter #: 123948529. Sublandlord is responsible for providing water/sprinklers/irrigation. Sublandlord is responsible for providing field lining chalk and equipment.

Maintenance and Repairs

10. The Subtenant agrees to surrender and deliver to the Sublandlord the Subleased Premises and all furniture and decorations within the Subleased Premises in as good a condition as they were at the beginning of the Term, reasonable wear and tear excepted. The Subtenant will be liable to the Sublandlord and the Landlord for any damages occurring to the Subleased Premises or the contents of the Subleased Premises or to the building which are done by the Subtenant or the Subtenant's guests. The Subtenant shall be responsible to chalk/line the fields, prep the infield, and mow the grass during the high school baseball season.
11. The Subtenant will immediately report all general maintenance issues and needed repairs to the Sublandlord and the Landlord.

Insurance

12. The Subtenant, at the expense of the Subtenant, will carry program insurance similar to that required of the Sublandlord under the Master Lease. The Subtenant will include the Sublandlord and the Landlord as additional insured parties on all policies of insurance.
13. The Subtenant will provide proof of such insurance to the Sublandlord and the Landlord upon the issuance or renewal of such insurance.
14. The Sublandlord is deemed the owner of the grandstands as defined by **Section 8 - Improvements and Alterations** of the Master Lease requiring the Sublandlord to procure and maintain the insurance coverage for the grandstands.

Improvements and Alterations

15. With the prior written consent of the Sublandlord, the Subtenant may make approved improvements and alterations to the Subleased Premises.
16. Any alterations and improvements must comply with all applicable construction laws and regulations regarding property improvements.
17. The Subtenant will ensure that the Subleased Premises remain free and clear of any and all liens arising out of the work performed or materials used in making such improvements to the Subleased Premises.

Taxes

18. The Subtenant will pay any privilege, excise and other taxes duly assessed against the business of the Subtenant, the Subleased Premises and any personal property on or about the Subleased Premises. The Subtenant will avoid the assessment of any late fees or penalties.

Event of Default

19. The Subtenant will default under this Sublease if any one or more of the following events (the "Event of Default") occurs:
 - a. The Subtenant fails to pay the Rent to the Sublandlord or any amount of it when due or within any grace period, if any.
 - b. The Subtenant fails to perform any of its obligations under this Sublease or any applicable obligation under the Master Lease.
 - c. The Subtenant becomes insolvent, commits an act of bankruptcy, becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in a voluntary or involuntary winding up, dissolution or liquidation proceeding, or if a receiver will be appointed for the affairs of the Subtenant.
 - d. The Subtenant abandons the Subleased Premises or any part of the Subleased Premises.
 - e. The Subtenant uses the Subleased Premises for any unpermitted or illegal purposes.
 - f. The Subtenant fails to commence, diligently pursue, and complete the Subtenant's work to be performed pursuant to this Sublease pertaining to the Subleased Premises.

- g. The Subleased Premises, or any part of the Subleased Premises is completely or partially damaged by fire or other casualty that is due to the Subtenant's negligence, willful act, or that of the Subtenant's employee, family, agent, or guest.
- h. Any other event of default provided in the Master Lease or the Act.

Remedies

- 20. Upon the occurrence of any Event of Default, the Sublandlord has any or all of the following remedies:
 - a. Terminate the Sublease upon the greater of any notice required in the Master Lease or the Act and the Term will then immediately become forfeited and void.
 - b. The Sublandlord may, but is not obligated to, perform on behalf of the Subtenant, any obligation of this Sublease or the Master Lease which the Subtenant has failed to perform. The Sublandlord may seek redress from the Subtenant for such performance.
 - c. The Sublandlord may reenter the Subleased Premises or any part of the Subleased Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained within the Subleased Premises.
 - d. Any other remedy provided in the Master Lease or the Act.
- 21. No reference to or exercise of any specific right or remedy by the Sublandlord will prejudice or preclude the Sublandlord from any other remedy whether allowed at law or in equity or expressly provided for in this Sublease or the Master Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Sublandlord may from time to time exercise any one or more of such remedies independently or in combination.
- 22. Upon the expiration, termination or cancellation of the Master Lease or this Sublease, all obligations of the parties under this Sublease will be extinguished.
- 23. Any improvements remaining on the Subleased Premises upon termination will revert to the Sublandlord and will be free of any encumbrance at the time of such reversion.

Surrender of Premises

24. At the expiration of the Term of this Sublease, the Subtenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Governing Law

25. It is the intention of the parties to this Sublease that the tenancy created by this Sublease and the performance under this Sublease, and all suits and special proceedings under this Sublease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Montana, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

26. If there is a conflict between any provision of this Sublease and the applicable legislation of Montana (the "Act"), the Act will prevail and such provisions of the Sublease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Sublease.
27. In the event that any of the provisions of this Sublease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Sublease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Assignment and Subletting

28. The Subtenant will not assign, transfer or further sublet the Subleased Premises or any part of the Subleased Premises without the prior written consent of the Sublandlord and the Landlord.

Notices

29. Unless otherwise specifically provided in this Sublease, all notices from the Subtenant to the Sublandlord will be served personally or sent to the Sublandlord at the following address:
PO Box 699, Columbia Falls, MT 59912.

30. Unless otherwise specifically provided in this Sublease, all notices from the Sublandlord to the Subtenant will be served personally or sent to the Subtenant at the following address:
PO Box 1259, Columbia Falls, MT 59912.
31. All notices to be given under this Sublease will be in writing and will be served personally or sent by certified or registered mail using the United States Postal Service.

Master Lease

32. Except as otherwise expressly provided in this Sublease, the Subtenant will perform all applicable duties and obligations of the Sublandlord under the Master Lease from December 1, 2022 until the end of the Term of this Sublease.
33. Except as otherwise expressly provided in this Sublease, the Sublandlord will have, as to the Subtenant, all applicable rights and remedies that the Landlord has with respect to the Sublandlord in the Master Lease.
34. This Sublease contains all of the conditions and terms made between the parties to this Sublease, and may not be modified orally or in any other manner other than by agreement in writing signed by all parties to this Sublease or their respective successors in interest.
35. This Sublease incorporates the terms of and is subject to the Master Lease, a copy of which is attached to this Sublease, and which is incorporated as if it were set out in this Sublease.

General Provisions

36. In the event of any legal action concerning this Sublease, the losing party will pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court and such judgment will be entered.
37. The Sublandlord may enter the Subleased Premises upon 24 hours notice for any of the following reasons:
 - a. to inspect the Subleased Premises;
 - b. to maintain the Subleased Premises; or
 - c. to make repairs that the Sublandlord is obligated to perform.

38. This Sublease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Sublease. All covenants are to be construed as conditions of this Sublease.
39. All sums payable by the Subtenant to the Sublandlord under any provision of this Sublease will be deemed to be Additional Rent and will be recovered by the Sublandlord as rental arrears.
40. Where there is more than one Subtenant executing this Sublease, all Subtenants are jointly and severally liable for each other's acts, omissions and liabilities under this Sublease.
41. The Subtenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Subtenant's financial institution.
42. All schedules to this Sublease are incorporated into and form an integral part of this Sublease.
43. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Sublease. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Sublandlord" and "Subtenant" as used in this Sublease include the plural as well as the singular; no regard for gender is intended by the language in this Sublease.
44. This Sublease may be executed in counterparts.
45. Time is of the essence in this Sublease.
46. The Sublandlord and the Subtenant have no interest or other rights of ownership in each other. The parties to this Sublease are not agents for each other. Under no circumstances will this Sublease be construed as creating a partnership or joint venture between the parties to this Sublease.
47. Each signatory to this Sublease acknowledges receipt of an executed copy of this Sublease.
48. This Sublease will not be valid and binding on the Sublandlord and Subtenant unless and until it has been completely executed by and delivered to both parties and the Landlord has consented to this Sublease.

IN WITNESS WHEREOF the Sublandlord and the Subtenant have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Columbia Falls Baseball Association

Witness

per: _____ (SEAL)

Columbia Falls School District

Witness

per: _____ (SEAL)

Consent of Landlord to Sublease

The undersigned, the landlord in the Master Lease of March 1, 2017, hereby acknowledges consent to the foregoing Sublease Agreement. The Landlord will provide both the Sublandlord and the Subtenant with notice of any breach by the Subtenant under the Master Lease.

Dated: _____, 20____.

Montana State Board of Land Commissioners

Witness

per: _____ (SEAL)

SERVICE AGREEMENT

THIS Agreement is dated 7/1/2022 (the "Effective Date"), by and between:

Entity Name: Columbia Falls School District
Street Address: 501 6th Avenue
City: Columbia Falls
State: Montana
Zip Code: 59912
Hereinafter referred to as "Client"

It Starts With Me Health
Building 29 Fort Missoula Road
Missoula, Montana 59804
Hereinafter referred to as "ISWM."

WHEREAS, ISWM is in the business of health screenings, health data collection, health data analysis, and reporting to companies and entities that offer health insurance as a benefit to their employees;

WHEREAS, the Client has a "self-funded" health insurance plan (the "Plan") and desires to engage ISWM to provide certain services to the Plan;

WHEREAS, the Client's current plan TPA is; Employee Benefit Management Services (EBMS)

WHEREAS, the Client's current medical plan year is: July 1 – June 30

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SEC. I DUTIES AND RESPONSIBILITIES OF CLIENT

1.01 This Service Agreement must be executed prior to scheduling or reserving dates for ISWM services.

After the above, and to facilitate ISWM's efficient and professional initiation of program(s), Client agrees that Client will provide to ISWM the following:

- (a) Electronic health promotion program logo (if one exists for an internal health promotion program);
- (b) Electronic file of Client company logo;
- (c) Electronic copy of Client insurance card(s) annually;
- (d) A list of all group numbers associated with Client's Medical Plan(s) annually;
- (e) A list of company locations and the number of eligible Plan participants at each location;

- (f) An initial electronic census ("eligibility file") of eligible Plan participants (subsequent updated files will be necessary on an as-needed basis);
 - (g) An executed Data Assurance Authorization Agreement (provided by ISWM) if ISWM is required to send any portion of collected data to a non-ISWM and/or third party; and
 - (h) An executed Business Associate Agreement (provided by ISWM).
- 1.02 Client will provide to ISWM, for its use in providing services under this Agreement, the details of the Client's Plan, benefit plan information, and other company benefits.
 - 1.03 Client will deliver at least one (1) formal communication to employees announcing each of the services provided by ISWM.
 - 1.04 Client will provide an incentive(s) to employees to encourage participation. Incentives do not need to be monetary.
 - 1.05 Client will provide employees adequate opportunity to complete required health promotion plan components.
 - 1.06 Client is responsible for compliance with all state and federal regulations including, but not limited to ERISA, HIPAA, ADA, GINA, and COBRA.
 - 1.07 Client is responsible for distribution of all required Plan Documents, SPDs, SBC, and notices.

SEC. II DUTIES AND RESPONSIBILITIES OF ISWM

- 2.01 ISWM will provide to Client the services described in attached Schedules, which are attached hereto and incorporated herein by reference.

SEC. III VENDOR FEES

- 3.01 As consideration for the services provided to the Client by ISWM as described in the attached Schedules, the Client agrees to pay to ISWM the fees set forth in the attached Schedules, copies of which are attached hereto and incorporated herein by reference, or the amounts or fees which are otherwise specifically denoted on another Schedule or Addendum to this Agreement.
 - (a) ISWM services will be paid for directly from the Columbia Falls School District. In the event that reimbursement to ISWM that may involve health insurance in the future, Client agrees to facilitate and participate in discussions with payer to assure and coordinate payment and invoicing process prior to any services being scheduled by ISWM, as well as when there are disputes about payment for services after services have been implemented or rendered, both in full or in part. In the event that payer processes or requirements are or become onerous, or payer has slow payments, non-payments, partial payments, payments to members instead of ISWM, pays in amounts less than what is stipulated in this Agreement, or any action other than direct, full, and timely payments, Client understands that ISWM will notify Client, Client is responsible for balances, Client

may or may not seek reimbursement from its payer at its own discretion, and ISWM may terminate this Agreement per Section VII for nonpayment.

3.02 ISWM shall invoice the Client for fees due under this Agreement. Payment of invoiced amounts shall be made to:

ISWM Health
Building 29 Fort Missoula Road
Missoula, Mt 59804

Invoiced amounts are payable within the time period specified on the particular invoice, but in no event more than thirty (30) days after the date of the invoice.

3.03 If the Client/payer, for any reason whatsoever, fails to make a required invoiced payment on or before its due date, ISWM may:

(a) after written notice to the Client, suspend the performance of services to Client until such time as the Client or insurer makes the proper remittance or coordinates remittance from insurer;

(b) charge interest to the Client on all past due fees at the rate of one and one-half percent (1½%) per month or the maximum rate allowed by law, whichever is greater; and/or

(c) terminate Agreement consistent with the provisions of Section 7 herein.

3.04 In the event ISWM provides uncompensated work so that the third party can provide services or meet obligations promised to or requested by Client (e.g. data feeds needed by a 3rd party, reports needed, etc...), Client agrees to reimburse ISWM in full for such costs per the fee schedule in Schedule A2. The remedies described in Section 3.03 shall apply in the event of a failure by Client to reimburse ISWM.

3.05 Fees in the attached Schedule A2 have been calculated based on the size of the health plan membership as well as prior attendance at health screenings. If the number of eligible employees for Client's Medical Plan decreases by twenty-percent (20%) or more as compared to the number of eligible employees enrolled on the effective date of this Service Agreement, and/or if year-to-year participation at health screenings decreases by 20% or more ISWM shall have the right, upon written notice to Client, to prospectively and immediately adjust the fees listed in the attached Schedules but only to the extent that costs and margins are normalized to those that preceded the decrease in eligible members. The adjustment may be made regardless of and notwithstanding any rate guarantee that may be in place during such period of time. Client's failure to pay the adjusted fees shall constitute grounds for ISWM's termination of this Agreement pursuant to Section 7.01.

3.06 If Client fails to pay any undisputed fee, expense, tax, or any other sum due under this Agreement, Client shall pay all reasonable expenses incurred by ISWM in collecting those sums, including reasonable attorney's fees and costs.

3.07 Limitations on vendor fee increases are detailed in Schedule A2, 1.

SEC. IV LIMITATIONS OF VENDOR RESPONSIBILITY

- 4.01 It is understood and agreed that ISWM is at all times, and shall remain, an independent contractor with respect to the services being performed under this Agreement, and shall, for no purpose, be deemed an employee or fiduciary of the Client.
- 4.02 It is understood and agreed that ISWM is not a "Client", "Plan Administrator" or "Fiduciary" of or for a Plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA") or applicable state law. Notwithstanding anything in this Agreement to the contrary, any delegation of authority or duties pursuant to this Agreement construed by a court of law or governmental agency to make ISWM such a Plan Administrator or fiduciary shall be null and void, and such duties are hereby expressly retained by the Client. Accordingly, the services to be performed by ISWM shall be limited to the services set forth in this Agreement and the performance by ISWM of such services shall be subject to review by the Client.
- 4.03 ISWM shall have no responsibility, risk, liability or obligation for the funding of the Plan or for the funding of any Client health insurance product or plan, whether an ERISA plan or other type of plan. The responsibility and obligation for funding the Plan or any other such plans shall be the sole responsibility of the Client. ISWM shall have no final discretionary authority or control over the management or disposition of Plan assets, and no authority over, or responsibility for, Plan administration. ISWM is neither the Client nor Plan Administrator, nor a provider of health care, diagnostic services, or treatment services. ISWM shall have no responsibility for any insurance coverage relating to the Plan, Plan participants, or the Client, or for the nature or quality of professional health services rendered to Plan participants.
- 4.04 ISWM and Client shall each be solely responsible for compliance with all laws, rules and regulations that are now or hereafter applicable to each of them and their own performance under this Agreement. ISWM shall not be responsible for establishing or maintaining the Plan or ensuring that the Client is in compliance with applicable state or federal legal requirements, unless specifically provided in this Agreement, nor shall ISWM be an entity that is responsible for any payments under the Plan, as referenced in Federal Medicare Secondary Payer laws and regulations.
- 4.05 It is understood and acknowledged by the Client that ISWM is not an insurance company, insurance agent, insurance broker, investment advisor, medical provider, plan administrator, fiduciary, custodian, law firm or actuarial firm.

SEC. V RECORDS

- 5.01 ISWM shall maintain all records and files, in either electronic or paper form, related to services to be performed hereunder for seven (7) years following their receipt, or until they are provided to Client as provided in Section 7.05 below.
- 5.02 During normal business hours, files shall be available for inspection and copying by the Client at the Client's expense provided that all HIPAA Privacy Rules are followed and appropriate releases and authorizations from all relevant individuals and entities are executed and presented to ISWM.

SEC. VI TERM OF AGREEMENT

- 6.01 This agreement shall become effective at 12:01 a.m. on the Effective Date and shall remain in effect for three (3) years. The Agreement shall be automatically renewed for additional one (1) year terms on each anniversary of the Effective Date, unless terminated pursuant to Section VII. The terms of attached Schedules are subject to change on renewal provided that ISWM provides Client with at least thirty (30) days' prior written notice of any such changes.

SEC. VII TERMINATION

- 7.01 This Agreement, or any individual Schedule under this Agreement, may be terminated in whole or in part:
- (a) by either party, giving the other not less than ninety (90) days advance written notice of termination;
 - (b) by the non-breaching party, upon a material breach of this Agreement and in the event the breaching party fails to cure the breach to the reasonable satisfaction of the non-breaching party within fifteen (15) days after the breaching party receives written notification of breach from the non-breaching party;
 - (c) automatically without any further action of either party upon the Client filing for relief under the Bankruptcy Code; and/or
 - (d) upon written agreement of the parties.
- 7.02 Upon written notice of termination under subparagraphs (a) or (b) of Section 7.01, all applicable Fees listed attached Schedules, as amended from time to time, shall be and remain payable until the effective date of the termination, after the notice period has passed.
- 7.03 After receipt of the intent to terminate, any work or time which ISWM is required to dedicate to Client to transfer, transition, or cease duties, or to otherwise finalize completion, will be billed at the hourly rates listed in attached Schedules, and Client agrees to pay such fees in accordance with Section III of this Agreement. This includes time required for completion of Client-requested tasks or efforts to complete any data transfers, reporting or any other work before and/or after the formal termination date.

- 7.04 This Agreement shall not apply within any state or jurisdiction if either party determines that it will be penalized by such state or jurisdiction for performance of its responsibilities under this Agreement.
- 7.05 Upon termination by either party, ISWM shall retain, for seven (7) years after termination of this Agreement, all records and files related to Client and the provision of services under this Agreement, in either paper or electronic form, in accordance with standards of insurance record keeping and/or ERISA. If the Client desires copies of records and files, Client shall allow ISWM reasonable time in which to duplicate or otherwise provide such material, and will reimburse ISWM for retrieval, report production, data assembly, and/or duplication at the rates outlined in Schedule A2. *(Client will not be provided any information that is protected by the provisions of HIPAA and/or for which satisfactory release authorization for said information has not been sought, acquired, and provided to ISWM by Client.)* If the Client desires possession of the records and files, ISWM shall, upon the request and at the expense of the Client, arrange for the delivery of this material to the Client or its authorized agent. Upon receipt of all records and files, the Client agrees to defend, indemnify and hold harmless ISWM, its members, directors, officers, representatives and employees, against any and all claims, lawsuits, settlements, judgments, costs, penalties, damages and liabilities, including attorneys' fees, resulting from, or arising out of or in connection with, any function or duty of ISWM under this agreement. The Client further understands and agrees that, upon receipt of the records and files, ISWM is forever released from all liability, loss or damage arising from any subsequent audit.
- 7.06 Other terms and services in this Agreement remain in effect in the event of termination or temporary suspension of one of the contracted ISWM services, unless either party elects to terminate all services per the provisions in Section 7.

SEC. VIII OWNERSHIP OF DATA COLLECTED BY ISWM

- 8.01 For purposes of this Section, the term "Data" means any and all records, information, numbers, documents, claims, payments, reimbursements, and authorizations in any form, whether specific to an individual participant or in the aggregate, relating to the Client's Plan and/or any current or prior Plan participants that ISWM (or any of its subsidiaries or affiliates) processes, collects, manages, controls or to which it otherwise has access.
- 8.02 In the event the Client directs ISWM to provide Data directly to one or more of the Client's third-party vendors, the Client acknowledges and agrees that it will:
- (a) require that the third party vendor execute necessary Business Associate Agreement(s) as required under the terms of HIPAA;
 - b) require the third party to identify in writing the specific data elements it plans to use and is able to use – if they cannot use certain data currently, HIPAA requires, via the Minimum Data Necessary language, that that data must be requested later and separately when it can be utilized; (see Section 8.03)
 - (c) execute an initial Data Assurance Authorization Agreement (provided by ISWM), as well as updates to existing Data Assurance Authorization Agreements to:

- (i) formalize and document the request from Client authorizing ISWM to send data;
 - (ii) identify in writing the specific 3rd party(s) to which data is authorized to be sent;
 - (iii) provide Client the opportunity to understand exactly which data elements are being sent and what they are being used for; and
 - (iv) assure that Client is aware of responsibility for fees for data prep, mapping, planning, meetings with 3rd party, obtaining executed Business Associate Agreement(s), creating files in 3rd party required file format, and other work to accomplish data transmittal.
- (d) That the format in which ISWM provides Data may disclose ISWM's confidential and proprietary method(s) of collecting and organizing information (hereinafter referred to as "Proprietary Information"), and that, to maintain the confidentiality of the Proprietary Information disclosed with the Data, the Client and/or third part vendor shall:
- (i) use the Proprietary Information only for the purpose of complying with the terms and conditions of the contract between the Client and the vendor;
 - (ii) take reasonable steps to safeguard the Proprietary Information and to prevent unauthorized disclosure of it to third parties, including those of its employees not directly involved in the performance of duties under the contract with the Plan;
 - (iii) assure that any additional sharing of said information is appropriately authorized and follows HIPAA Privacy Act guidelines;
 - (iv) respond swiftly and effectively to mitigate the effects of, and to correct, any real or potential threat to data sent by ISWM;
 - (v) notify ISWM and Client of any potential, suspected, or real violation of data security; and
 - (vi) advise its employees who receive the Proprietary Information of these terms and of the obligations of confidentiality herein.

8.03 Client acknowledges that third parties (payers, vendors, data warehouses, brokers/consultants, etc...), sometimes at the direction of employers, clients, or payers, request that ISWM "send everything" (all data) that ISWM has collected. In most cases, doing so would be in direct violation of HIPAA Privacy Act guidelines. Only the specific data to be utilized by the third party/receiver of data is authorized by HIPAA to be shared by the holder of the data. Therefore, data that ISWM sends is necessarily and entirely at the discretion and control of ISWM. Because of a wide and pervasive misunderstanding about data sharing, HIPAA Privacy language, and liability associated with data breeches, disputes between third parties/receivers of data, well-intended clients, brokers, and ISWM may occur. Client acknowledges that ISWM is acting under the regulatory auspices of the HIPAA Privacy Act. While ISWM will not intentionally or inappropriately withhold data, in many cases ISWM cannot share "everything". Client acknowledges that it is the responsibility of the third party receiver of ISWM data to specifically itemize for ISWM which data elements are needed, what data elements the technology can algorithmically utilize at the time of the request, for what purpose each data element will be used, and with whom that data will

be shared. This attention to privacy protects not just ISWM, but to an even greater degree the Client, which is often the Covered Entity.

- 8.04 Unless ISWM is aggregating data for Client from non-ISWM sources, requests for data from Client's non-ISWM vendors must be directed by Client to those vendors. ISWM will not be responsible for providing data other than that which it directly collects via ISWM service provision, both in general and/or as it specifically relates to the provisions in Section VIII.
- 8.05 Client acknowledges and understands that ISWM is not at liberty to share with Client the data it has collected, other than in the aggregate and in a form that is unidentifiable, and must remain in compliance with HIPAA guidelines.
- 8.06 Non-ISWM vendors may approach Client and predicate provision of their services, or enhancement of their services, on the receipt of data from ISWM. Client acknowledges that ISWM will invoice Client for IT/programming time as well as other time necessary to facilitate these arrangements per Schedule A2 and per Section 8 of this Agreement.

SEC. IX DISPUTE RESOLUTION

- 9.01 Client and ISWM will meet and confer in an attempt to resolve any dispute arising out of or relating to this Agreement. A dispute not resolved within sixty (60) days of such a meeting will be submitted to mediation, which will be held in Missoula, Montana in accordance with the American Arbitration Association ("AAA") Rules of Procedure for Mediation. A single mediator, either mutually selected by the parties or AAA and having legal experience in healthcare, including but not limited to self-funding and ERISA, will mediate the dispute. ISWM and Client agree to share mediation fees and costs equally. If the dispute is not resolved through mediation, the parties will be free to pursue all legal and equitable remedies otherwise available, provided, however that any action taken or remedy sought must be initiated within one year of the parties' first meeting to resolve the dispute.

SEC. X MISCELLANEOUS

- 10.01 This Agreement shall be governed by the laws of the State of Montana and any applicable federal laws.
- 10.02 ISWM shall defend, indemnify and hold harmless the Client against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, claim or judgment, including reasonable attorneys' fees, resulting from the negligent acts or omissions or willful misconduct of ISWM. The Client agrees to indemnify and hold harmless ISWM against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, claim or judgment, including reasonable attorneys' fees, arising out of, or resulting from ISWM's performance of its services hereunder where ISWM has adhered to the framework of policies, interpretations, rules, practices and procedures made or established by the Client, or has otherwise performed its services without negligence or willful misconduct and in accordance with industry practices. The provisions of this section shall apply to any litigation,

as well as to all forms of alternative dispute resolution, including arbitration. These promises of indemnity shall survive the termination of this Agreement.

- 10.03 This Agreement, together with the Schedule(s) and any Amendments, constitutes the entire Agreement between ISWM and Client with respect to the subject matter hereof, and supersedes all prior proposals, discussions, negotiations, and writings between the parties relating to such subject matter. This Agreement may only be modified in writing by Addendum/Amendment and executed by authorized representatives of both ISWM and Client.
- 10.04 If any provision of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in effect and the illegal or unenforceable provision shall be modified so as to conform to the original intent of this Agreement to the greatest extent legally permissible.
- 10.05 The obligations of either ISWM or Client under this Agreement, shall be suspended during the continuance of any force majeure applicable to the party. The term "force majeure" shall mean any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God, industrial disturbance, war, riot, weather-related disasters, earthquake, governmental action, pandemic/disease outbreak, and unavailability or break down of equipment. The party claiming suspension under this provision shall take reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs. If a force majeure suspension affecting one of the parties continues for more than thirty (30) days, the other party may elect to immediately terminate this Agreement by written notice on any business day thereafter.
- 10.06 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other, except that either party may assign this Agreement to a subsidiary or affiliate of that party and may subcontract certain duties to non-affiliated third parties, provided that such assignments and subcontracts shall not relieve such party of any obligations or liability under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.
- 10.07 Any failure by a party to enforce or require performance by the other party of any of the terms or conditions of this Agreement shall not constitute a waiver or a breach of any such term or condition thereafter occurring.
- 10.08 Client and ISWM shall each be responsible for obtaining all licenses and permits as may be required by applicable law or regulation to perform the services hereunder and, throughout the Term of this Agreement, the parties shall maintain appropriate levels of liability insurance.
- 10.09 ISWM provides services free from discrimination based on race, ancestry, color, mental or physical disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, genetic information, political ideas, public assistance status, sexual orientation, gender identity and/or gender expression except where these criteria are reasonable bona fide occupational qualifications

SEC. XI SCHEDULES TO THE AGREEMENT

11.01 The Schedules attached hereto become part of the body of this Agreement, and are herein incorporated by reference. Schedules or Amendments subsequently executed by both parties and attached hereto, shall become part of the body of this Agreement and incorporated herein.

SCHEDULE A1 – Health Screenings

DUTIES AND RESPONSIBILITIES OF ISWM (per Section 2.01)

1. HEALTH SCREENINGS

- ISWM can provide health screenings to individuals in the demographic area(s) in the United States where Client has eligible medical plan members. ISWM provides these services via one or a combination of the following:
 - 1) **clinical screening teams**
 - a. onsite at Client's place of business (add'l fees may apply, see Schedule A2);
 - b. near Client's place of business (add'l fees may apply, see Schedule A2);
 - c. near Client's place of business with other ISWM clients
 - 2) **individual ISWM team member** (usually for small or long-distance events; additional fees, eg. expenses and mileage, to be paid by Client – see Schedule A2)
 - 3) **partner laboratory service centers**

These solutions allow numerous options to provide services to Client, and help assure that health plan members have various opportunities to participate.

Note: Occasionally there are circumstances which require retesting so that health plan members can meet necessary incentive criteria, or for any number of other reasons. The modalities for service provision listed above in #1 will be utilized in these instances as needed and determined by ISWM. The health plan, and secondarily the employer, is responsible for charges accrued via these service provision methods.

- When health screening teams are providing local service, the dates of service are determined based on consideration of incentive program needs, time of year, the best suited geographic routing, offering multiple opportunities for attendance (where possible), and Client needs. ISWM will prioritize and determine the best combination to meet as many needs as possible.
- Many employers offer health screening services to employees, spouses and dependents age 18 and older who are on the medical plan. If only medical plan members are allowed to participate, ISWM shall take reasonable steps to identify the rare individual(s) who attempt to seek admittance to ISWM services under false pretenses. In the event an employed individual or family member receives services by providing false data, identification, or verbal information (e.g. an employee not on the health plan who represents themselves as being on the health plan), reimbursement of ISWM remains the responsibility of Client.

2. PRE-REGISTRATION

- Due to health and social distancing concerns that can arise from overcrowding in the screening area, pre-registration for health screening events is required.
- ISWM will work closely with Client to arrange dates/times/locations for any ISWM services.
- ISWM provides an electronic flyer to Client for distribution by Client representative at his/her discretion (eg. email, payroll stuffer, hard-copy posting onsite, etc...) Client agrees that this communication will be distributed promptly to all eligible individuals after receipt from ISWM.

- Online registration for ISWM services is highly preferred. There are numerous automated features which are necessary for appropriate participant education and to maximize the value to each participant.
- Participants can also register by calling the ISWM toll-free registration line.
- Appointment verification emails are sent, and these can be automatically added to any individual's electronic calendar.
- An electronic health assessment questionnaire is also completed during the online registration process. This is where individuals answer questions pertaining to various health risks. Individuals who do not complete this online at the time of registration should complete it at the health screening or online at a later date in order to receive their complete report.
- Appointment reminders are emailed to each pre-registrant 2-3 days prior to the health screenings. These remind participants of appointment times, fasting instructions, and other pertinent information.

3. PARTICIPANT HEALTH SCREENING EXPERIENCE

- Health Screening participants arrive at the designated appointment time.
- Participants are greeted at a registration desk where they review/sign a consent document. Individuals can also discuss and/or select additional laboratory tests to add to their screening.
- Participants proceed through the screening process where each biometric measurement is conducted privately. From check-in to check-out, the screening process usually takes less than 15 minutes for those who pre-registered.
- Participants receive a report before leaving the clinical area with all of the biometric values obtained during the screening - with the exception of blood values. They also receive a letter outlining when results can be expected in the mail, as well as how to obtain results online.

4. REPORTS

Each participant receives a Comprehensive Report detailing:

- Laboratory results
- Results outside of expected ranges
- Health assessment results/information
- Year-to-year cumulative data that shows trends and changes in health

Client will receive an Annual Summary Report, which includes:

- Cumulative Attendance Summary (if required for incentive administration);
- Cumulative Health Summary Assessment of all participants
- Cumulative Results Summary
- Cumulative Comprehensive Screening Report
- Cumulative Laboratory Results
- Cumulative Cohort Report
- Note: Annual Summary Report is only provided if Client has a total of > 50 health screening participants. (HIPAA Privacy)

SCHEDULE A2 – Fees

ISWM provides the following service to the Columbia Falls School District:

- Service #1: Health Screenings

Service #1: Health Screenings

1a. Health Screening Per Participant Fee: \$145.00

(Agreement limits annual fee increases to a maximum of 5%)

<i>Screening Participants</i>	
Employee, health plan member	Bill Employer
Employee, non-plan member	Attendee pays out of pocket
Spouse, health plan member	Bill Employer
Spouse, non-plan member	Attendee pays out of pocket
Dependent, age 18 or older, health plan member	Bill Employer
Dependent, age 18 or older, non-plan member	Attendee pays out of pocket
Retired Employee, health plan member	Bill Employer
Retired Employee, non-plan member	Attendee pays out of pocket
<input checked="" type="checkbox"/>	Employer understands that ISWM provides no services to attendees under age 18
Additional Notes:	Not applicable

1b. Includes services and testing as listed here:

- Scheduling and routing of screenings
- Reporting to individual participants (as outlined above in Schedule A1(4))
- Reporting to Client (as outlined above in Schedule A1(4))
- Online and telephonic registration
- Electronic fliers
- Health risk questionnaire
- Vitals Signs
- Body Composition (including BMI)
- Laboratory Tests (Those that apply are checked)
 - CBC (complete blood count)
 - CMP (comprehensive metabolic panel)
 - Lipid Panel (cholesterol tests)
 - TSH (thyroid stimulating hormone)
 Additional Lab Testing: Reflexive Testing
- Additional optional blood tests for individual purchase (as allowed by state law)
- Mailed and Online results
- Trending of results year after year

1c. Health screening locations: Client prefers (check all that apply):

- Screenings can be onsite/near site when possible and space available.
- Any onsite screenings at Client's location(s) can include other ISWM clients (with preapproval of Client on a case-by-case basis).
- Because adequate near site screening space downtown is often difficult to find, and because Columbia Falls School District employees are in multiple locations, client wishes its eligible participants to have multiple options to attend screenings throughout the year performed by ISWM screening teams, so wants its participants to be able to attend screenings of other ISWM clients when those opportunities are available.
- All of the above are options, are at ISWM's discretion on how to best arrange. Client wants the most cost-effective solution with the lowest site fees possible.

1d. Health Screening Onsite Fees

- \$800 per health screening per day (currently the District prefers to have 3 screening days onsite)

1e. The following charges will be billed if they occur.

Note: Fees in Section 1e are in the control of Client, i.e. services are only performed or charges accrued based on decisions made or services requested by Client.

Reporting and Programming*

- I.T./Customized Services \$180/hour
- Additional or custom Reporting (for reports not specified in Schedule A1 (4): \$180/hour
(Other than minor changes, modifications of included reports are considered custom reports)
- Prep and/or transmission of files to non-ISWM entities: \$180/hour
- Prep of complete files and/or data per Sections 7.03 and 8.01 \$180/hour

(*All Reporting and Programming fees are a minimum of one hour, then billed in 15 minute increments)

Screening Cancellation Fee (per day) \$2500/screening event
If Client cancels a scheduled screening (dedicated to their members) less than fifteen (15) business days prior to the scheduled date of the event.

Reservation fees for offsite locations (e.g. hotel conference rooms, coffee/water fees, etc..) actual cost

This Agreement is executed on the dates set forth below.

Columbia Falls School District
501 6th Avenue West
Columbia Falls, Montana 59912

It Starts With Me Health
29 Fort Missoula Road
Missoula, Montana 59804

By (print): _____

By (print): Dan Keith

Signature: _____

Signature: Dan Keith

Title: _____

Title: CEO

Date: _____

Date: 01 / 13 / 2023

**AMENDMENT NO. 3
TO THE ADMINISTRATIVE SERVICES AGREEMENT
DATED JULY 1, 2018**

**together with its respective Exhibits, Attachments and
Amendments thereto (if any)**

between

**Employee Benefit Management Services, LLC (“Contract Administrator”)
and
Columbia Falls School District #6 (“Plan Sponsor”)
(together, the “Parties”)**

WHEREAS, the Parties previously entered into the above-referenced Agreement for certain services to include Plan Sponsor’s access to certain health and welfare-related administrative services as set forth therein; and

WHEREAS, effective July 1, 2021 (the “Amendment Effective Date”), the Parties have mutually agreed to amend the Agreement to adjust pricing and to update certain other terms and conditions for services provided herein.

NOW THEREFORE, the Parties agree to amend the Agreement as set forth below and shall execute this Amendment No. 3 thereto, which shall be attached to and incorporated by reference into the Agreement.

1. Commencing on the Amendment Effective Date, Section 1.07(a) is hereby deleted in its entirety and replaced with the following:
 - 1.07 (a) provide Contract Administrator with a complete and accurate list of all individuals eligible for benefits under the Plan, and who are enrolled in the Plan, by online entry of such information or by such other method as the Parties may agree from time to time prior to the Effective Date. In doing so, Plan Sponsor shall not supply to Contract Administrator any contact information of its Plan Members where the use of such contact information would result in a violation of the Telephone Consumer Protection Act of 1991, as amended;

2. Commencing on the Amendment Effective Date, Section 1.07(i) is hereby deleted in its entirety and replaced with the following:
 - 1.07 (i) perform any testing, reporting, and/or other analyses of the Plan as required by law, including by way of example and not limitation, non-discrimination testing and nonquantitative treatment limitation analysis;

3. Commencing on the Amendment Effective Date, a new Section 1.07(k) is hereby added to the Agreement as follows:
 - 1.07 (k) timely complete and return paperwork as may be requested by Contract Administrator in order for Contract Administrator to reasonably deliver (or continue to deliver) the services. Examples of such paperwork include, without limitation, financial and banking documents, renewal checklists and materials, as well as business associate agreements and/or third party data authorizations.

4. Commencing on the Amendment Effective Date, Section 4.03 is hereby deleted in its entirety and replaced with the following:

4.03 Plan Sponsor acknowledges that its use of a preferred provider organization (“PPO”), if any, is subject to the terms and policies of the respective PPO as well as the PPO’s provider agreements. Through its selection of the PPO, Plan Sponsor states that it has been advised of all of such PPO’s terms and policies and it will not cause or maintain a breach of the PPO network access agreement entered into between Contract Administrator and Plan Sponsor’s elected PPO or applicable PPO provider agreements. Among the remedies available for violation of the PPO terms and policies, Plan Sponsor understands that the PPO may terminate Plan Sponsor and/or the Plan’s access to the PPO, and discounts may not be available for any claim “paid” outside of the terms of the PPO contract. “Paid” typically means processed, funded, and mailed or electronically deposited in an account for the provider.

5. Beginning on the Amendment Effective Date, Schedule A of the Agreement is hereby deleted in its entirety and replaced with a new Schedule A, attached hereto and herein incorporated by reference.

All other terms and conditions of the Agreement shall remain in full force and effect. All terms not defined herein shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned have read and agree to the terms of this Amendment No. 3.

Columbia Falls School District #6

Employee Benefit Management Services, LLC

By: 

By: _____

Name: Dustin Zuffelato

Name: James Vertino

Title: Business Manager

Title: President

SCHEDULE A

FEES

A. In accordance with Section III of the Agreement, Plan Sponsor agrees to pay to Contract Administrator the following Administrative Fees:

Benefit Management Global Fee	\$ 33.45 per employee per month ¹
Health Savings Account	\$ 3.00 per employee per month
Flexible Spending Account	\$ 5.25 per participant per month
Third Party Recovery	25% per recovery
Peer / IRO Reviews	Cost + \$50.00 per review
Specialty Case Management	Cost per hour
Plan Document and Other Miscellaneous Printing	Contract Administrator's then-current fee
Special Communications Projects	Contract Administrator's then-current fee ²
Pre-Service Provider Agreements	\$ 500.00 per negotiation
Standard EDI Maintenance Fee	\$ 100.00 per month (new connections)
Claim Reprocessing (caused by a retroactive Plan change or late Plan adoption/renewal)	\$ 25.00 per claim
Identification Card Re-Issuance	\$ 3.00 per re-issued card ³

Notes

1. A portion of the Benefit Management Global Fee is designated for and forwarded to Contract Administrator's vendor partner(s) for the care management and patient coordination services elected by Plan Sponsor.
2. Plan Sponsor will pay Contract Administrator \$3.85 per item where notification is issued to inform Plan Members of subsidized premiums under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
3. Applicable when identification card re-issuance is necessary in mass, quantity which is solely determined at Contract Administrator's discretion.

B. Plan Sponsor shall pay Contract Administrator a fee for preparation of recommended plan documents and benefit summaries for each new benefit option offered by Plan Sponsor. For purposes of this sub-section, a new benefit option shall exist when Plan Sponsor offers a benefit design it did not previously offer such as adding a qualifying high deductible health plan. Changing deductibles, out-of-pocket maximums or PPO networks, or adding an ancillary product, does not constitute a new plan option.

C. Contract Administrator is hereby permitted to engage subcontractors to perform certain services under this Agreement. Examples of such subcontractors include, without limitation, wrap networks, negotiation, and repricing arrangements. Plan Sponsor agrees to pay Contract Administrator the following fees in relation to the listed services:

Wrap Networks	25% of savings
Claims Negotiations Services	25% of savings ¹

Notes

1. Limited to the greater of 98% of the negotiated claim amount or 50% of the original percentage of savings calculation (25% of savings).

Plan Sponsor may choose to use third party service providers to perform services not provided for under this Agreement (each a “Vendor”). Where mutually agreed, Contract Administrator will remit payments to Vendors on behalf of Plan Sponsor. The following list is a set of Vendors along with the accompanying fees to be paid by Contract Administrator on behalf of Plan Sponsor and using the corpus of the Plan Sponsor Account.

Stop-Loss Premiums

• Specific - Single	\$	112.25 per employee per month
• Specific – Family	\$	335.99 per employee per month
• Aggregate	\$	3.71 per employee per month
Wellspring Telehealth, LLC d/b/a WellVia	\$	1.90 per employee per month ¹
InterWest Health PPO – Physician Only	\$	4.50 per employee per month ²

1. A consultation fee of \$35.00 per call will be paid by Plan Sponsor.
2. Capitated fees are to be applied to Plan Members who are domiciled in a geographic area where the network offers primary access.

C. Plan Sponsor acknowledges and agrees that Contract Administrator may receive additional compensation in connection with services provided to Plan Sponsor from sources other than Plan Sponsor or the Plan. Contract Administrator may receive any of the following:

1. Wrap Networks

Contract Administrator contracts with wrap network arrangements for discounted pricing of non-network claims. If a wrap network is utilized on claims for Plan Sponsor, Contract Administrator will retain a portion of the fee to offset administrative expenses including claims data analysis, EDI routing, and processing services.

2. Claims Negotiation Services

Contract Administrator contracts with certain entities to perform large claim negotiation services or will provide those same services through Contract Administrator’s staff. If a large claim negotiation service is utilized on claims for Plan Sponsor’s Plan, Contract Administrator will retain a portion of the Claims Negotiation Services fee paid by Plan Sponsor and described in Section C for claims processing and coordination and related communications with the provider, Plan Member, and applicable carriers. If Contract Administrator does not utilize an outside vendor to perform the negotiation, Contract Administrator shall retain the full Claims Negotiation Services fee as described in Section C.

3. Pharmacy Services and Audit Support

Contract Administrator contracts with pharmacy benefit managers and other third party vendors to provide prescription drug benefits and related services for Plan Sponsor’s Plan and each Plan Sponsor executes a Joinder Agreement to such contract. In conjunction with the services provided to Plan Sponsor by the pharmacy benefit manager, Contract

Administrator provides vendor management and contracting support, client support services, benefit design assistance, auditing services, data integration services, an online portal for Plan Members, analytics and decision support, market check analysis, implementation and benefit set-up transfer, Plan Member communication development, data file exchange, plan consultation, appeals support and coordination, medical necessity reviews, issue resolution support and coordination, eligibility audits, real time/same day updates to the online health portal, and other related support services. Contract Administrator receives compensation directly from the vendor for such service support in the amount stated in Plan Sponsor's Joinder Agreement.

4. ELAP Claims Review and Audit Support

Contract Administrator performs certain support services for Plan Sponsor's Plan to support the ELAP program as further described in the direct agreement between Plan Sponsor and ELAP Services, LLC ("ELAP"). These support services include but are not limited to, amending the plan documents with customized terms for the ELAP program, coordinating with ELAP on claims investigation, claims processing, appeal responses, and compliance duties related to the ELAP program requirements. As compensation for the performance of these duties, Contract Administrator receives from ELAP two percent (2%) of the payable charges subjected to the ELAP program claims audit.

- D. Plan Sponsor authorizes Contract Administrator to deduct the administrative fees for each month from the Plan Sponsor Account. Contract Administrator shall also be authorized to deduct any applicable taxes, fees, assessments and/or penalties from the Plan Sponsor Account upon prior notice to Plan Sponsor.
- E. An initial contract set-up fee of \$ N/A representing the first month's estimated fees shall be payable by Plan Sponsor on or before the effective date of this Agreement.
- F. An initial one-time set-up fee of \$ N/A for eligibility loading, plan building, and other services shall be payable prior to commencement of services under this Agreement.
- G. Plan Sponsor shall pay the broker N/A, which amount shall be submitted to Contract Administrator for delivery to the broker
- H. Additional administrative fees may be reflected on the applicable Schedule.
- I. The fee and rates outlined in Schedule A shall be renewed and revised as necessary, but in no event less than annually to be mutually acceptable to both Parties.
- J. In the event that legislative or regulatory changes significantly increase the costs for Contract Administrator to perform its duties and obligations under this Agreement for Plan Sponsor, Contract Administrator may adjust the Benefit Management Global Fee in effect at the time the legislative or regulatory change becomes effective by a percent not to exceed five percent (5%). Such fee increase shall be effective for Plan Sponsor for the first of the month following the date Contract Administrator substantially completes the necessary administrative changes to its processes. Contract Administrator shall notify Plan Sponsor sixty (60) days prior to the effective date of the fee adjustment.

Effective Date: July 1, 2021

**AMENDMENT NO. 4
TO THE ADMINISTRATIVE SERVICES AGREEMENT
DATED JULY 1, 2018**

**together with its respective Exhibits, Attachments and
Amendments thereto (if any)**

between

**Employee Benefit Management Services, LLC (“Contract Administrator”)
and
Columbia Falls School District #6 (“Plan Sponsor”)
(together, the “Parties”)**

WHEREAS, the Parties previously entered into the above-referenced Agreement for certain services to include Plan Sponsor’s access to certain health and welfare-related administrative services as set forth therein; and

WHEREAS, effective July 1, 2022 (the “Amendment Effective Date”), the Parties have mutually agreed to amend the Agreement to adjust pricing and update certain other terms and conditions for services provided herein.

NOW THEREFORE, the Parties agree to amend the Agreement as set forth below and shall execute this Amendment No. 4 thereto, which shall be attached to and incorporated by reference into the Agreement.

1. Commencing on the Amendment Effective Date, Section 3.06 to the Agreement is hereby deleted in its entirety and replaced with the following:
 - 3.06 Except as expressly agreed in writing between the Parties, Contract Administrator shall not provide or be responsible for the expenses and costs of legal counsel, actuaries, certified public accountants, consulting physicians, consulting dentists, medical and other review charges for special claims investigations, independent medical review services or similar services performed for Plan Sponsor. With the exception of independent medical reviews, Contract Administrator shall not be authorized to engage such services or incur expenses or costs therefore without the consent of Plan Sponsor. Plan Sponsor hereby consents to reimburse Contract Administrator for any expense or cost incurred on behalf of Plan Sponsor for said independent medical review services as set forth on Schedule A.

2. Commencing on the Amendment Effective Date, Section 5.01 to the Agreement is hereby deleted in its entirety and replaced with the following:
 - 5.01 If a material claim adjudication error should be discovered, Contract Administrator shall use good faith efforts to mitigate losses therefrom and deploy using the claim overpayment procedures as set forth in Schedule L, attached hereto and incorporated herein. Contract Administrator shall not be required to initiate legal proceedings for any such recovery and shall have no liability for such errors, provided Contract Administrator makes a good faith attempt to correct any such error once it is discovered. In doing so, Plan Sponsor understands and agrees that Contract Administrator may satisfy certain benefits due and unpaid under the Plan by offsetting against the Plan’s prior overpayment of benefits.

3. Commencing on the Amendment Effective Date, Sec. VI (Records) to the Agreement is hereby deleted in its entirety and replaced with the following:

SEC. VI RECORDS

- 6.01 Contract Administrator shall maintain records and files in its possession for a period of time required by its corporate document retention policy, including all records and files in conjunction with the administrative services to be performed hereunder. The term “records and files” shall include, but shall not be limited to, the claim files, unissued and canceled checks, bank statements, copies of stop-loss applications and contracts, and copies of the account ledger sheets of the applicable bank accounts.
- 6.02 During normal business hours, Contract Administrator will provide to Plan Sponsor at Contract Administrator’s headquarters access to those records in its immediate custody relating to Contract Administrator’s performance under the Agreement, and not restricted from disclosure under applicable law or agreement between Contract Administrator and a third party or applicable law. Any such inspection and audit shall occur no more than once every twelve (12) months and in no greater duration than five (5) consecutive business days, and all reviews hereunder shall be commenced within one (1) year following the period being audited. Plan Sponsor shall give Contract Administrator not less than four (4) weeks’ advance written notice of its intent to inspect or audit records, with a description of the types of information within the scope of the audit, including dates, a complete listing of transactions and records to be reviewed for the audit, and the identity of the proposed auditor’s name, title, and professional qualifications, as well as a statement concerning the purpose for the audit. The auditor shall be subject to Contract Administrator’s approval, which approval shall not be unreasonably withheld. In the event Plan Sponsor and Contract Administrator cannot agree upon an auditor, KPMG, LLP shall be considered a mutually acceptable auditor by both Parties. The Parties shall agree upon the date for the audit, and audits shall occur in a manner that does not unreasonably interfere with Contract Administrator’s ability to conduct its normal business and shall occur at Plan Sponsor’s sole expense. Plan Sponsor shall reimburse Contract Administrator for its cost for an audit that cannot be completed in five (5) business days or that exceeds a sample size greater than twenty-five (25) files and/or transactions, or otherwise amounts to exceptional administrative demands. No portion of the audit shall be conducted by an auditor retained on a contingency basis without Contract Administrator’s prior written approval. The auditor or inspector shall provide Contract Administrator with copies of all reports and summaries compiled as a result of the audit, including any draft report. The auditors shall meet with Contract Administrator to discuss audit finding results contained in a draft report. Contract Administrator may, at its option, include a supplementary statement in any final report, and shall have the right to require any changes in or conditions in the audit findings that may be necessary to protect Contract Administrator’s legal and business interests. The auditor shall use the information audited solely for the purposes of the audit, shall ensure that the information accessed will be kept confidential in accordance with all applicable laws and professional standards, and shall not make photocopies or remove any of the records or information without the express written consent of Contract Administrator. Plan Sponsor shall indemnify and hold harmless Contract Administrator for any and all claims, costs, expenses, and damages that may result from any breaches of the auditor’s obligations under this section. Any such agent or auditor that has access to the records and files maintained by Contract Administrator shall, prior to beginning such inspection or

audit, sign a written Business Associate Agreement and an agreement regarding the use of proprietary and confidential information.

- 6.03 The Parties agree to use and disclose the protected health information of Plan Members in a manner consistent with all applicable state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, and the Security Standards of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and shall execute a Business Associate Agreement.
4. Commencing on the Amendment Effective Date, Section 8.04 to the Agreement is hereby deleted in its entirety and replaced with the following:
- 8.04 Upon termination by either Party and for an additional fee, Contract Administrator shall, within sixty (60) days, deliver to Plan Sponsor a paid claims analysis standard report, abbreviated case management summaries (if applicable), a current eligibility listing as of the date of termination, as well as a complete and final accounting of the financial status of the Plan if applicable. Contract Administrator shall retain records and files, in either paper or electronic form, in accordance with its corporate document retention policies and procedures. After any such retention period, Contract Administrator shall return or destroy the confidential information or other records of the Plan in its possession. Contract Administrator shall retain only those records necessary for its own administrative operations or to respond to an inquiry made by a court or state or federal agency. If return or destruction of the records is infeasible, Contract Administrator shall notify Plan Sponsor and extend the protections required by law to such information. If Plan Sponsor desires copies of all records and files, Plan Sponsor shall allow Contract Administrator reasonable time in which to duplicate this material and will reimburse Contract Administrator for all costs incurred in its retrieval and duplication.
5. Commencing on the Amendment Effective Date, Schedule M, Section 4. b. is hereby deleted in its entirety and replaced with the following:
- b. Dispensing Fees. miRx via Contract Administrator shall bill Plan Sponsor in the amount of \$11.00 per filled prescription for a thirty-four (34) (or less) day supply or up to \$18.50 for a ninety (90) day supply for prescriptions other than Specialty Pharmaceuticals. Plan Sponsor shall be invoiced up to \$150.00 per filled prescription for Specialty Pharmaceuticals. Dispensing fees may be adjusted upon thirty (30) days prior written notice to Plan Sponsor.
6. Commencing on the Amendment Effective Date, Schedules A and L to the Agreement are hereby deleted in their entirety and replaced with new Schedules A and L, attached hereto and herein incorporated by reference.


All other terms and conditions of the Agreement shall remain in full force and effect. All terms not defined herein shall have the meanings set forth in the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have read and agree to the terms of this Amendment No. 4.

Columbia Falls School District #6

**Employee Benefit Management
Services, LLC**

By: 

By: _____

Name: Dustin Zurfelato

Name: James Vertino

Title: Business Manager

Title: President

SCHEDULE A

FEES

A. In accordance with Section III of the Agreement, Plan Sponsor agrees to pay to Contract Administrator the following Administrative Fees:

Benefit Management Global Fee	\$ 35.78 per employee per month ¹
Health Savings Account	\$ 3.00 per employee per month
Flexible Spending Account	\$ 5.25 per participant per month
Third Party Recovery	25% per recovery
Peer / IRO Reviews	Cost + \$50.00 per review
Specialty Case Management	Cost per hour
Plan Document and Other Miscellaneous Printing	Contract Administrator's then-current fee
Special Communications Projects	Contract Administrator's then-current fee ²
Pre-Service Provider Agreements	\$ 500.00 per negotiation
Standard EDI Maintenance Fee	\$ 100.00 per month (new connections)
Claim Reprocessing (caused by a retroactive Plan change or late Plan adoption/renewal)	\$ 25.00 per claim
Identification Card Re-Issuance	\$ 3.00 per re-issued card ³

Notes

1. A portion of the Benefit Management Global Fee is designated for and forwarded to Contract Administrator's vendor partner(s) for the care management and patient coordination services elected by Plan Sponsor.
2. Plan Sponsor will pay Contract Administrator \$3.85 per item where notification is issued to inform Plan Members of subsidized premiums under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
3. Applicable when identification card re-issuance is necessary in mass quantity which is solely determined at Contract Administrator's discretion.

B. Plan Sponsor shall pay Contract Administrator a fee for preparation of recommended plan documents and benefit summaries for each new benefit option offered by Plan Sponsor. For purposes of this sub-section, a new benefit option shall exist when Plan Sponsor offers a benefit design it did not previously offer such as adding a qualifying high deductible health plan. Changing deductibles, out-of-pocket maximums or PPO networks, or adding an ancillary product, does not constitute a new plan option.

C. Contract Administrator is hereby permitted to engage subcontractors to perform certain services under this Agreement. Examples of such subcontractors include, without limitation, wrap networks, negotiation, and repricing arrangements. Plan Sponsor agrees to pay Contract Administrator the following fees in relation to the listed services:

Wrap Networks	25% of savings
Claims Negotiations Services	25% of savings ¹

Notes

1. Limited to the greater of 98% of the negotiated claim amount or 50% of the original percentage of savings calculation (25% of savings).

Plan Sponsor may choose to use third party service providers to perform services not provided for under this Agreement (each a “Vendor”). Where mutually agreed, Contract Administrator will remit payments to Vendors on behalf of Plan Sponsor. The following list is a set of Vendors along with the accompanying fees to be paid by Contract Administrator on behalf of Plan Sponsor and using the corpus of the Plan Sponsor Account.

Stop-Loss Premiums

• Specific - Single	\$	84.05 per employee per month
• Specific – Family	\$	259.18 per employee per month
• Aggregate	\$	4.20 per employee per month
Wellspring Telehealth, LLC d/b/a WellVia	\$	1.90 per employee per month ¹
InterWest Health PPO – Physician Only	\$	4.50 per employee per month ²

1. A consultation fee of \$35.00 per call will be paid by Plan Sponsor.
 2. Capitated fees are to be applied to Plan Members who are domiciled in a geographic area where the network offers primary access.
- D. Plan Sponsor acknowledges and agrees that Contract Administrator may receive additional compensation in connection with services provided to Plan Sponsor from sources other than Plan Sponsor or the Plan. Contract Administrator may receive any of the following:

1. Wrap Networks

Contract Administrator contracts with wrap network arrangements for discounted pricing of non-network claims. If a wrap network is utilized on claims for Plan Sponsor, Contract Administrator will retain a portion of the fee to offset administrative expenses including claims data analysis, EDI routing, and processing services.

2. Claims Negotiation Services

Contract Administrator contracts with certain entities to perform large claim negotiation services or will provide those same services through Contract Administrator’s staff. If a large claim negotiation service is utilized on claims for Plan Sponsor’s Plan, Contract Administrator will retain a portion of the Claims Negotiation Services fee paid by Plan Sponsor and described in Section C for claims processing and coordination and related communications with the provider, Plan Member, and applicable carriers. If Contract Administrator does not utilize an outside vendor to perform the negotiation, Contract Administrator shall retain the full Claims Negotiation Services fee as described in Section C.

3. Pharmacy Services and Audit Support

Contract Administrator contracts with pharmacy benefit managers and other third party vendors to provide prescription drug benefits and related services for Plan Sponsor’s Plan and each Plan Sponsor executes a Joinder Agreement to such contract. In conjunction with the services provided to Plan Sponsor by the pharmacy benefit manager, Contract

Administrator provides vendor management and contracting support, client support services, benefit design assistance, auditing services, data integration services, an online portal for Plan Members, analytics and decision support, market check analysis, implementation and benefit set-up transfer, Plan Member communication development, data file exchange, plan consultation, appeals support and coordination, medical necessity reviews, issue resolution support and coordination, eligibility audits, real time/same day updates to the online health portal, and other related support services. Contract Administrator receives compensation directly from the vendor for such service support in the amount stated in Plan Sponsor's Joinder Agreement.

4. ELAP Claims Review and Audit Support

Contract Administrator performs certain support services for Plan Sponsor's Plan to support the ELAP program as further described in the direct agreement between Plan Sponsor and ELAP Services, LLC ("ELAP"). These support services include but are not limited to, amending the plan documents with customized terms for the ELAP program, coordinating with ELAP on claims investigation, claims processing, appeal responses, and compliance duties related to the ELAP program requirements. As compensation for the performance of these duties, Contract Administrator receives from ELAP two percent (2%) of the payable charges subjected to the ELAP program claims audit.

- E. Plan Sponsor authorizes Contract Administrator to deduct the administrative fees for each month from the Plan Sponsor Account. Contract Administrator shall also be authorized to deduct any applicable taxes, fees, assessments, and/or penalties from the Plan Sponsor Account upon prior notice to Plan Sponsor.
- F. An initial contract set-up fee of \$ N/A representing the first month's estimated fees shall be payable by Plan Sponsor on or before the effective date of this Agreement.
- G. An initial one-time set-up fee of \$ N/A for eligibility loading, plan building, and other services shall be payable prior to commencement of services under this Agreement.
- H. Plan Sponsor shall pay the broker N/A, which amount shall be submitted to Contract Administrator for delivery to the broker.
- I. Additional administrative fees may be reflected on the applicable Schedule.
- J. The fee and rates outlined in Schedule A shall be renewed and revised as necessary; in any event, on the anniversary of each Plan year while this Agreement remains effective, the fees for services and goods provided, other than percentage fees, shall be adjusted up commensurate with a percentage equal to the percent change in the Consumer Price Index (CPI-U, U.S. City Average, All Items) for the most recent year available (a "CPI Adjustment"). Where the CPI Adjustment exceeds three percent (3%) per annum, Plan Sponsor may accept the CPI Adjustment by paying the adjusted fee or send a written request to Contract Administrator seeking to cap the CPI increase. Upon receipt of such request, Contract Administrator agrees it will meet and confer with Plan Sponsor to negotiate a mutually acceptable CPI increase. In the event the Parties are unable to agree upon a CPI increase or other mutually acceptable solution, either Party may terminate this Agreement by providing the other Party with not less than thirty (30) days' advance written notice.
- K. In the event that legislative or regulatory changes ("Changes in Law") significantly increase the costs for Contract Administrator to perform its duties and obligations under this Agreement for Plan Sponsor, Contract Administrator and Plan Sponsor shall work together to negotiate a change

in the Benefit Management Global Fee that seeks to preserve the relative economics between the Parties prior to such change. Such negotiations shall be completed within ninety (90) days of the effective date of the Change in Law. If Contract Administrator and Plan Sponsor cannot agree to a mutually acceptable modification of the Benefit Management Global Fee within such ninety (90) day period, then either Party may terminate this Agreement upon ninety (90) days' written notice after such period.

Effective Date: July 1, 2022

SCHEDULE L

THIRD PARTY RECOVERY SERVICES

This Schedule L (Third Party Recovery Services) contains the additional terms and conditions under which Contract Administrator has agreed to supply, and Plan Sponsor has agreed to access, the following Services.

ARTICLE 1

THIRD PARTY RECOVERY SERVICES

- 1.1 Claim Recovery. In the event a payment of Plan benefits is made on behalf of the Plan exceeding the amount due (“Overpayment”), Contract Administrator shall make commercially reasonable efforts to recover any material Overpayment. Services performed toward the recovery of an Overpayment is referred to as a claim recovery (“Claim Recovery”). Contract Administrator will use its own methods and procedures when performing Claim Recovery, and Plan Sponsor will fully cooperate with Contract Administrator in relation to any Claim Recovery. Claim Recovery efforts may remain open for up to twelve (12) months after the alleged Overpayment. Contract Administrator will only be responsible for an Overpayment to the extent the Overpayment was due to Contract Administrator’s gross negligence.

Contract Administrator may initiate litigation as a part of the Claim Recovery, but Contract Administrator has no obligation to do so. If Contract Administrator initiates litigation in a Claim Recovery, Plan Sponsor will cooperate with Contract Administrator in any litigation. Plan Sponsor will be responsible for the service fees (as described in Article 2). Claim Recovery services may be provided by Contract Administrator through a subcontractor or affiliate or as negotiated in advance with Plan Sponsor. The fee will be deducted from any proceeds received resulting from Claim Recovery, and Plan Sponsor will be provided with the net proceeds.

- 1.2 Third Party Recovery. Contract Administrator will exercise commercially reasonable efforts toward the return of Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense. For convenience alone, third party recovery services contemplated by this Schedule will be referred to as subrogation (“Subrogation”).

Third party liability and/or similar reimbursement language must be included in Plan Sponsor’s summary plan description (“SPD”), and the SPD must be finalized and available to Plan Sponsor’s employees before Subrogation can be investigated and pursued.

Contract Administrator will engage third parties to conduct a review of paid claims processed under this Agreement and perform Subrogation. Such contractors may be paid based on a percentage of gross amounts recovered or other reasonable basis with the net amounts recovered returned to Plan Sponsor. This fee includes reasonable expenses associated with pursuing Subrogation and/or other reimbursement which may include but is not limited to: (1) police reports, (2) asset checks, (3) ISO searches, (4) fees associated with obtaining filings in pending legal proceedings, and (5) private investigator locate reports. Plan Sponsor acknowledges that Contract Administrator will use its own standards and procedures when performing Subrogation, and it may not be able to obtain a full or partial recovery in any case. Contract Administrator will not pursue any Subrogation if it is not permitted by any applicable law or if the matter is immaterial or efforts would be impractical. Contract Administrator will not be liable for amounts subject to Subrogation that it does not successfully recover.

Contract Administrator will have no obligation to initiate litigation as a part of Subrogation; however, Contract Administrator will advise Plan Sponsor where it recommends litigation. If litigation is recommended by Contract Administrator, Plan Sponsor shall have the option to accept or reject the recommendation. If Plan Sponsor accepts the recommendation, Plan Sponsor will cooperate with Contract Administrator in the litigation. All reasonable costs and expenses, including attorney’s fees, associated with litigation will be paid by Plan Sponsor. Plan Sponsor agrees it will participate in the defense of lawsuits relating to Subrogation and reimbursement services in which it and/or Contract Administrator have been named as a defendant.

Plan Sponsor will be charged fees for the Subrogation services in amounts set forth in Article 2 of this Schedule. The fees are deducted from the proceeds obtained through the Subrogation service. Plan Sponsor will receive the net amount of such proceeds. If no monies are recovered as a result of the Subrogation / pursuit of reimbursement, no fees or expenses incurred by Contract Administrator will be charged to Plan Sponsor. Notwithstanding the above, should Plan Sponsor pursue recovery by settlement or otherwise waive any Subrogation or other reimbursement claim, or instruct Contract Administrator to cease pursuit of a potential Subrogation claim, Contract Administrator will be entitled to its standard fee which will be calculated based on the full amount of claims paid at the time Plan Sponsor resolved the file or instructs Contract Administrator to cease its efforts.

**ARTICLE 2
RIGHTS AND DUTIES OF PLAN SPONSOR**

- 2.1 Exclusive Service. Plan Sponsor will utilize Contract Administrator on an exclusive basis for the Recovery and Subrogation Services identified in this Schedule.
- 2.2 Settlement Authority. Contract Administrator will supply Subrogation services, and Plan Sponsor grants Contract Administrator authority to assert liens, and negotiate and compromise liens, as deemed reasonably necessary (in the judgment of Contract Administrator) to preserve the interest of the Plan, including those involving Subrogation and reimbursement. Contract Administrator will request Plan Sponsor’s approval of settlements and/or reductions exceeding its advance settlement authority. Plan Sponsor will provide Contract Administrator with a liaison who will be responsible for providing settlement authority and/or cooperating with Contract Administrator in the pursuit of any matter under this Schedule. Contract Administrator is authorized to accept settlement on behalf of the Plan as follows:

Lower Percent	Upper Percent	Required Approval
66-2/3%	100%	No approval required
When the recoverable lien is \$10,000.00 or less, or 100% of the available funds is less than \$10,000.00		No approval required
Below 66-2/3%		Contract Administrator will send an email to Plan Sponsor requesting approval and approval is deemed given if no response is received within fourteen (14) days

- 2.3 Fees. Contract Administrator will be paid the fees set forth below for work performed pursuant to this Schedule. The fees are deducted from the actual recovered Overpayments and/or amounts recovered from Subrogation. If no monies are recovered as a result of the (non-litigated) Claim Recovery and/or Subrogation services, no fees or expenses incurred by Contract Administrator will be charged to Plan Sponsor. Contractor Administrator will provide reports to Plan Administrator

detailing liens asserted, recoveries obtained, and fees charged to Plan Sponsor for services performed under this Schedule.

- 2.3.1 *Claim Recovery Fee (Non-Litigation)*: 30% of the gross amount of money obtained on behalf of the Plan.
 - 2.3.2 *Subrogation Fee (Non-Litigation)*: 25% of the gross amount of money obtained on behalf of Plan Sponsor. Contract Administrator is authorized to retain its fee from sums recovered and will promptly deposit net proceeds into a Plan-owned account or return the same to Plan Sponsor as mutually agreed.
 - 2.3.3 *Fee in Litigated Matters*. 33-1/3% of the gross amount of money obtained on behalf of Plan Sponsor. Contract Administrator will pay any such legal fees charged by the attorney out of Contract Administrator's fee. Litigation expenses will be passed through to Plan Sponsor for payment. Examples of litigation expenses include but are not limited to filing fees, service of process fees, court reporter fees and costs, attorney file-handling costs, investigation fees, expert witness fees, etc. Contract Administrator will promptly deposit net proceeds into a Plan-owned account or return the same to Plan Sponsor as mutually agreed.
- 2.4 Termination. Upon the termination or expiration of this Schedule or the Agreement, Contract Administrator will have the exclusive right to pursue Subrogation and/or Claim Recovery on all matters identified and/or opened by Contract Administrator prior to termination or expiration. For the avoidance of doubt, Contract Administrator may continue to recover payments Contract Administrator is in the process of recovering. The appropriate fees will continue to be deducted from the actual proceeds obtained. Contract Administrator will not investigate or handle Subrogation or Claim Recovery on any matters identified after the termination date. If Plan Sponsor requests that Contract Administrator discontinue Services with respect to any pending Subrogation case or Claim Recovery matter that is being monitored by Contract Administrator on behalf of Plan Sponsor, then Contract Administrator will be entitled to its standard fee, which fee will be calculated based on the full amount of claims paid at the time Plan Sponsor resolved the file or instructs Contract Administrator to cease its efforts; however, neither the Plan nor Plan Sponsor may reopen the same or similar case, or resume recovery efforts themselves, through a competing vendor.

ARTICLE 3 RIGHTS AND DUTIES OF CONTRACT ADMINISTRATOR

- 3.1 Performance of Services. Contract Administrator will perform the services set forth as a part of this Schedule in a professional and timely manner based on the unique facts of each case or related cases. Contract Administrator will put forth commercially reasonable efforts to perform the services set forth in this Schedule using its own standards and procedures. Contract Administrator will provide a liaison who will monitor the Services and provide updates to Plan Sponsor upon reasonable request.
- 3.2 Reports. Contract Administrator will monitor the performance of the services and provide performance and pipeline reports upon the reasonable request of Plan Sponsor.
- 3.3 Reasonable Judgment. Plan Sponsor delegates to Contract Administrator the discretion and authority to develop and use its own standards and procedures for the performance of Subrogation services. Contract Administrator may determine whether to seek Subrogation, what steps to take if Contract Administrator decides to seek Subrogation, and the circumstances under which a claim

may be compromised or settled, provided the terms are within established settlement parameters. Once Contract Administrator has exhausted its Subrogation and/or Claim Recovery efforts, Contract Administrator will not take any further action on the claim.

Effective Date: July 1, 2022

**AMENDMENT NO. 5
TO THE ADMINISTRATIVE SERVICES AGREEMENT
DATED JULY 1, 2018**

together with its respective Exhibits, Attachments, and
Amendments thereto (if any)

between

**Employee Benefit Management Services, LLC (“Contract Administrator”)
and
Columbia Falls School District #6 (“Plan Sponsor”)
(together, the “Parties”)**

WHEREAS, the Parties previously entered into the above-referenced Agreement for certain services to include Plan Sponsor’s access to certain health and welfare-related administrative services as set forth therein; and

WHEREAS, effective January 1, 2023 (the “Amendment Effective Date”), the Parties mutually agree to amend the Agreement to revise certain fees for services provided herein.

NOW THEREFORE, the Parties agree to amend the Agreement as set forth below and shall execute this Amendment No. 5 thereto, which shall be attached to and incorporated by reference into the Agreement.

1. Commencing on the Amendment Effective Date, Schedule A, Section C, to the Agreement is hereby amended by deleting the line item entitled “InterWest Health PPO – Physician Only” and the applicable fee from the Vendor list and replacing it with the following:

InterWest Health PPO – Physician Only \$ 5.00 per employee per month²

All other terms and conditions of the Agreement shall remain in full force and effect. All terms not defined herein shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned have read and agree to the terms of this Amendment No. 5.

Columbia Falls School District #6

**Employee Benefit Management
Services, LLC**

By:  _____

By: _____

Name: Austin Zuffelato

Name: James Vertino

Title: Business Manager

Title: President

**Plan Resolution
for
Health Benefits Plan for the Employee of Columbia Falls School District #6**

Effective _____, the Health Benefits Plan for the Employee of Columbia Falls School District #6 (the "Plan") (Date) is hereby

amended to provide enhanced health benefits associated with testing for and treatment of the 2019 Novel Coronavirus (COVID-19).

Please select one of the following options:

OPTION 1 (select if the Plan wants to continue to provide OTC coverage at 100% with no limits):

OTC COVID-19 Testing.

This Plan will provide coverage for an FDA authorized, cleared, or approved Over the Counter Test for the 2019 Novel Coronavirus (COVID-19) at no cost to the Plan Participant. The Plan Participant will be required to pay 100% of the total cost at the point of sale, no discount will be given, and the Plan Participant will be required to submit the receipt for reimbursement.

OPTION 2 (select if the Plan wants to limit the number of tests allowed per month and is NOT coordinating with an OTC COVID-19 Testing program through the PBM):

OTC COVID-19 Testing.

This Plan will provide coverage for an FDA authorized, cleared, or approved Over the Counter Test for the 2019 Novel Coronavirus (COVID-19) at no cost to the Plan Participant. Unless prescribed by a Physician, tests will be limited to:

- 8 test per Plan Participant per month.

The Plan Participant will be required to pay 100% of the total cost at the point of sale, no discount will be given, and the Plan Participant will be required to submit the prescription receipt for reimbursement.

OPTION 3 (select when coordinating with an OTC COVID-19 Testing program through the PBM):

OTC COVID-19 Testing.

When the Plan Participant uses their ID Card at the Pharmacy, FDA authorized, cleared, or approved Over the Counter Test for the 2019 Novel Coronavirus (COVID-19) will be provided at no cost to the Plan Participant.

Otherwise, the Plan Participant will be required to pay 100% of the total cost at the point of sale, no discount will be given, and the Plan Participant will be required to submit the prescription receipt for reimbursement. Unless prescribed by a Physician, these tests will be limited to:

- 8 test per Plan Participant per month; and
- A max reimbursement of lesser of cost of the test or \$12/test.

**THIS AMENDMENT WILL TERMINATE WHEN THE PERIOD OF AN EMERGENCY OR
DISASTER RELATED TO CORONAVIRUS (COVID-19) AS DECLARED BY THE PRESIDENT OF
THE UNITED STATES HAS BEEN LIFTED, OR A PUBLIC HEALTH EMERGENCY RELATED
TO CORONAVIRUS (COVID-19) AS DECLARED BY THE SECRETARY OF HEALTH AND
HUMAN SERVICES HAS BEEN LIFTED, AND/OR AS DETERMINED BY THE PLAN
ADMINISTRATOR, WHICHEVER IS LAST.**

I, _____, certify that I am the _____
Name Title

of the **Plan Administrator** for the above named Plan, and further certify that I am authorized to sign this Plan Resolution. I have read and agree with the above change to the Plan and am hereby authorizing its implementation as of the effective date stated above.

Signature: _____

Print Name: _____

Date: _____

On January 10, the Administration released guidance clarifying the announced expanded coverage requirement for at-home, over the counter (OTC) COVID-19 tests by group health plans. The expanded coverage requirement will apply to tests purchased on or after January 15, 2022.

BACKGROUND

As a refresher, the Families First Coronavirus Response Act (“FFCRA”) requires group health plans and health insurance issuers to provide coverage for COVID-19 diagnostic testing without cost-sharing, prior authorization or other medical management.

Previous guidance has included at-home tests in the FFCRA coverage requirement, where the test is ordered by an attending health care provider who has determined that the test is medically appropriate.

NEW GUIDANCE

The newly issued guidance provides clarification and expansion of coverage for at-home, or OTC, tests. Under this new guidance, OTC tests must be covered without the involvement of a health care provider, an order or individualized clinical assessment, for those OTC tests for which the FDA does not require a health care provider’s order. This applies to those OTC COVID-19 tests available without an order or individualized clinical assessment by a health care provider purchased on or after January 15, 2022, and during the public health emergency.

These tests must be covered without imposing any cost-sharing requirements, prior authorization, or other medical management. The agencies interpret the requirement for no cost-sharing to require coverage without out-of-pocket expense to the participant for the cost of the test, subject to certain safe harbors (see below).

The guidance does not require a plan to provide coverage by reimbursing sellers of OTC COVID-19 tests directly - a plan or issuer may instead require a participant who purchases an OTC test to submit a claim for reimbursement to the plan. However, the agencies strongly encourage plans to provide direct coverage for OTC COVID-19 tests by reimbursing sellers directly without requiring participants to provide upfront payment and seek reimbursement.

PREFERRED PHARMACIES OR RETAILERS

Plans providing direct coverage may not limit direct coverage to only tests that are provided through preferred pharmacies or retailers. However, the Departments will not take enforcement action related to coverage of OTC tests against any plan that provides coverage of OTC tests purchased by participants during the public health emergency by arranging for direct coverage of OTC tests under the FFCRA through both its pharmacy network and a direct-to-consumer shipping program, and otherwise limits reimbursement for OTC tests from non-preferred pharmacies or other retailers to no less than the actual price, or \$12 per test (whichever is lower). Plans may elect to provide more generous reimbursement up to the actual price of the test.

PLANS MUST COVER A MINIMUM NUMBER OF OTC TESTS

The guidance allows plans to limit the number or frequency of OTC COVID-19 tests covered without cost sharing under a plan. The Departments will not take enforcement action against any plan that, during the public health emergency, provides coverage without cost sharing for (and does not impose prior authorization or other medical management requirements on) such OTC tests, if the plan or issuer limits

the number of OTC tests covered for each Covered Person under the plan to no less than 8 tests per 30-day period (or per calendar month). For a family of 4, this would be 32 tests per calendar month. Plans may set more generous limits.

This applies only with respect to the coverage of OTC tests that are administered without a provider's involvement; plans and issuers must continue to provide coverage for COVID-19 tests that are administered with a provider's involvement or prescription as required under the FFCRA.

NEXT STEPS

EBMS has prepared a Plan Resolution for you to designate how your Plan should cover the OTC COVID-19 tests.

Option 1: This Plan will provide coverage for an FDA authorized, cleared, or approved Over the Counter Test for the 2019 Novel Coronavirus (COVID-19) at no cost to the Plan Participant. The Plan Participant will be required to pay 100% of the total cost at the point of sale, no discount will be given, and the Plan Participant will be required to submit the receipt for reimbursement.

Option 2: This Plan will provide coverage for an FDA authorized, cleared, or approved Over the Counter Test for the 2019 Novel Coronavirus (COVID-19) at no cost to the Plan Participant. Unless prescribed by a Physician, tests will be limited to:

- 8 test per Plan Participant per month.

The Plan Participant will be required to pay 100% of the total cost at the point of sale, no discount will be given, and the Plan Participant will be required to submit the prescription receipt for reimbursement.

Option 3: When the Plan Participant uses their ID Card at the Pharmacy, FDA authorized, cleared, or approved Over the Counter Test for the 2019 Novel Coronavirus (COVID-19) will be provided at no cost to the Plan Participant.

Otherwise, the Plan Participant will be required to pay 100% of the total cost at the point of sale, no discount will be given, and the Plan Participant will be required to submit the prescription receipt for reimbursement. Unless prescribed by a Physician, these tests will be limited to:

- 8 test per Plan Participant per month; and
- A max reimbursement of lesser of cost of the test or \$12/test.

If the Plan chooses Option 3, there may be a separate election required with your PBM. If your PBM was facilitated by your broker, please consult with your broker on how to elect with your PBM.

Once you have elected your coverage option, please complete the attached Plan Resolution. You will also need to communicate to your members how the Plan will handle OTC tests. Don't forget your COBRA participants.

If you have an FSA/HRA administrator that is not EBMS, you will also need to communicate with that vendor your wishes on the treatment of OTC tests including making sure there are safeguards against double dipping.

Please return your Plan Resolution to me by _____ Please let me know if you have any questions. Failure to provide a response will result in the coverage of OTC COVID-19 testing with no limits on quantity or reimbursement amount.

For more information on the OTC rules and requirements, please see the ACA FAQs at: [FAQs about Affordable Care Act Implementation Part 51, Families First Coronavirus Response Act and Coronavirus Aid, Relief, and Economic Security Act Implementation \(dol.gov\)](#)



Dustin Zuffelato <d_zuffelato@cfmthschools.net>

Invoice

1 message

MTSBA <info@mtsba.org>

Wed, Feb 1, 2023 at 2:40 PM

To: "d_zuffelato@cfmthschools.net" <d_zuffelato@cfmthschools.net>, "lcarparelli@mtsba.org" <lcarparelli@mtsba.org>



863 Great Northern Blvd Ste 301
Helena, MT 59601 United States
Phone: (406) 442-2180
www.mtsba.org

INVOICE

Invoice Number	0012190
Invoice Date	6/1/2023
Invoice Term	30
Due Date	7/1/2023

Columbia Falls Pub Schls
Dustin Zuffelato
PO Box 1259
Columbia Falls, MT 59912
United States

Memberships

Membership Renew for
Membership Type: Public School District Boards of Trustees
Membership Term: 7/1/2023 - 6/30/2024

Item	Quantity	Price	Total
Public School District Board of Trustees	1	\$14,171.00	\$14,171.00

Total: \$14,171.00
Tax Total: \$0.00
Shipping Total: \$0.00
Grand Total: \$14,171.00
Payment: \$0.00
Balance: \$14,171.00

Thank you for your business!

Please detach the portion below and return it with your payment.

REMITTANCE

Please make checks payable to:
Montana School Boards Association

863 Great Northern Blvd Ste 301
Helena, MT 59601 United States
(406) 442-2180

Invoice Number	Order 0012190
Name	
Due Date	7/1/2023
Balance	\$14,171.00
Amount Enclosed	\$

Reach the summit with your MTSBA membership!

Membership in MTSBA is how your board can MAXIMIZE RESOURCES, IMPROVE BOARD PERFORMANCE and provide the BEST GOVERNANCE possible to your community!

The average annual savings available to each MTSBA member through participation in MTSBA programs and premium savings in our members-only insurance programs is over **\$25,000 per year**. That amounts to savings by our members of approximately \$8 million each year. Year after year!

Climb higher with your knowledge from these resources!

Dues-based Professional Consultation

MTSBA staff fielded over **7,000 legal, HR, labor and policy consultations** over last year.

MTSBA provided services worth \$1,225,000 to members without any charge beyond membership dues. Average district savings over \$4,000 annually!

MTSUIP member access to the Montana Education Law Reporter

Detailed articles and forms on topics about school leadership, school law, finance and policy. The MELR is a great resource for everyone on your district's leadership team!

MTSBA Publications:

Take a moment and look at the following publications that have a wealth of information for those making the tough decisions:
Daily Dispatches | Question of the Week | Courtroom to Boardroom | Monthly eLert
Policy Notes | Connect2MTSBA Online Community | Find them on mtsba.org

50+ hours of NO FEE training opportunities

Mark your calendars to attend these trainings!

HR Symposium
No fee for MTSUIP members

School Budget Symposium
No fee for MTSUIP members

Employment Hot Topic Training
No fee for MTSUIP members

School Safety, Security and Innovations Symposium

Learn and Lead! Video Training Resources
No fee for MTSBA members. Videos available at mtsba.org

New Trustee Orientation Series

Leadership Training

Summer Symposium - Sponsored by LSBC

Back-to-School Legal Primer
No fee for MTSUIP members

Map out your involvement through engaged and united advocacy!

MTSBA advocacy ensures our members have the resources and tools needed to engage communities, strengthen local public schools, improve student achievement and maximize the potential of each child.

Join in the efforts by attending **Think Tank Thursdays, caucus meetings, the annual meeting** and take part in the resolution process that builds MTSBA's advocacy platform!

MTSBA's successful advocacy has a mountain of value!

\$70 million additional funding in recent years from MTSBA advocacy efforts in drafting and passing legislation:

\$35 million 2013 - SB 175 Basic Entitlement Per School Unit

\$13 million 2013 SB 191 Special Education Tuition Levy

\$22 million 2017 SB 307 Major Maintenance

\$37.5 million Total Annual District Property Tax Relief directly attributable to recent bills conceived, drafted and passed from MTSBA advocacy efforts.

Through MTSBA's efforts, local school district **BASE** property taxes have risen by **only \$15 million** in the last 6 years; while state guaranteed tax base aid has grown by **\$35 million**.

- Local property taxes grew by **1.8%** per year
- **GTB** grew by **over 8%** per year as a result of legislation we have passed!

Inflation Trend: Through the 2003 enactment of § 20-9-326, MCA, which MTSBA drafted and passed into law, the 15+ year history of financial neglect was resolved. The change has been dramatic, with the average annual increase of 135% from 1994-2003 replaced with an average annual increase of 3.38% from 2003-2017.

The change reflected by this improvement is dramatic, providing Montana's public schools with \$225 million per year more than what they would have had if the 1991-2003 trend continued through present day.

MTSBA MEMBERS SAVE!



Members who participate in the Montana Schools Group Interlocal Authority (MSGIA) Workers' Comp and Property Liability Programs save even MORE!

No Fee MSGIA WC Asbestos Inspection
Savings: \$4,500
Provides asbestos inspection every three years (required by law)

No Fee MSGIA Pre-Employment Physical Program
Savings: \$500

No Fee MSGIA Online Training
Savings: \$625
Required by state and/or federal law

No Fee MSGIA P&C Annual Training
Savings: \$1,250
For participating districts in the P&C Risk Pool

No Fee MTSUIP Sponsored MELR Access
Savings: \$800
For MTSUIP member districts

No Fee MTSUIP Sponsored Hot Topic Employment Training
Savings: \$375
For MTSUIP member districts

No Fee MTSUIP Sponsored HR Symposium
Savings: \$375
For MTSUIP member districts

No Fee MTSUIP Sponsored School Finance & Budget Symposium
Savings: \$375
For MTSUIP member districts

No Fee MTSUIP Sponsored Back-to-School Legal Primer
Savings: \$875
For MTSUIP member districts

Customized In-District HR Training for your staff
Savings: \$2,300
For MTSUIP member districts

MTSBA members receive discounts on fee-based member services delivered by our professional, knowledgeable staff.

Over 100 years combined knowledge in the services we provide!!

- Human Resource Services
- Labor Relation Services
- Legal Services
- Policy Services
- Strategic Planning Services
- Superintendent - 75 - vices
- Training Services

Interested in knowing more specific numbers for savings your school district enjoys each year? Contact **Wendy Brenden**, wbrenden@mtsba.org for a custom report of the incredible value of your school board's membership in MTSBA.



Substitute Hires

Feb 2023

Teacher

LNAME	FNAME	Teacher
Myett	Clayton	Aide
Lacek	Kaitlin	Teacher or Aide
Farr	Nathan	Teacher or Aide
Smith	Kimberly	Teacher or Aide
Metallo	Tashana	Teacher or Aide
Moultray	Jayna	Teacher or Aide
Waite	Ryan	Teacher or Aide
		Teacher or Aide
		Teacher or Aide
		Teacher or Aide

Secretary / Nurse

LNAME	FNAME	Other
		Nurse
		Nurse
		Secretary

Bus Driver

LNAME	FNAME	Other
		Bus Driver
		Bus Driver
		Bus Driver

Hot Lunch

LNAME	FNAME	Other
Stickley	Gustav	Hot Lunch
Banning	Cassi	Hot Lunch
		Hot Lunch
		Hot Lunch

Custodian

LNAME	FNAME	Other
Collins	Winford	Custodian
		Custodian
		Custodian
		Custodian

2/3/2023