

CONSULTING SERVICES AGREEMENT
between
PROVIDENCE HEALTH & SERVICES -- MONTANA
and the
MONTANA STATE PRISON

This Consulting Services Agreement (“Agreement”) is by and between Providence Health & Services – Montana, a Montana not-for-profit Corporation located in Missoula, Montana doing business as St. Patrick Hospital (“Consultant”), and Montana State Prison, a correctional facility located in Deer Lodge, Montana (“MSP”).

In consideration of the mutual covenants contained herein, Consultant and MSP agree as follows:

Section 1. The Services

Consultant will perform the services described in the Scope and Deliverables attached as Exhibit A (the “Services”) in accordance with the terms and conditions of this Agreement. Consultant, in its performance of the services, shall perform the Services in a professional manner in compliance with all applicable laws and regulations and all standards and rules reasonably established by MSP.

Section 2. Compensation

MSP will pay Consultant for Services rendered in the amount and on the payment terms described in the Scope and Deliverables attached as Exhibit A. In addition to the compensation described in Exhibit A, MSP will reimburse Consultant for the actual cost of any reasonable travel, lodging, meals, and other out of pocket expenses necessary to complete the Services so long as such costs and expenses are approved in advance and in writing by MSP.

Section 3. Term and Termination

This Agreement shall be effective as stated in the Scope and Deliverables attached as Exhibit A, unless earlier terminated in accordance with the terms of this Agreement. Either party may terminate this Agreement at any time, without cause and without penalty, by giving the other party five (5) business days advance written notice of termination. Failure of MSP to give timely notice to Consultant within five (5) business days will result in a charge to MSP of 50% of Consultant fees in addition to any expenses incurred by Consultant at the time of cancellation.

Section 4. MSP’s Responsibilities

Subject to availability given the demands of its daily business activities, MSP will provide management and staff support for, and commitment to, this project. MSP will require management and staff to participate in the planned project activities and to provide assistance from time to time in order to assure successful completion of the project. MSP will also provide access to a suitable work area for the project activities on MSP’s premises or, in the alternative, a suitable off-site venue. MSP will provide access to office equipment (phone, fax, copier, etc.) as needed. MSP will maintain open communication with Consultant for discussion of project concepts.

Section 5. Independent Consultant

Consultant will perform the Services as an independent contractor of MSP and this Agreement will not be construed to create a partnership, joint venture, or employment relationship between Consultant and MSP. No employee or agent of Consultant will represent himself or herself to be an employee or agent of MSP or enter into any agreement on MSP's behalf or in MSP's name. Consultant will retain full control over the manner in which the Services are performed and Consultant's employees and agents will not be entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of MSP.

Section 6. Compliance with Laws

Consultant will (a) comply with all federal, state, and local laws, ordinances, regulations and orders with respect to its performance of the Services.

Section 7. Medicare/Medicaid Participation

Consultant hereby represents and warrants that neither Consultant nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medicaid. Consultant hereby agrees to immediately notify MSP of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that Consultant is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Consultant is in breach of this Section, this Agreement shall, as of the effective date of such action or breach, automatically terminate. Consultant further understands that MSP periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify Consultant if it discovers a match. MSP will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).

Section 8. Insurance; Risk of Loss

Consultant will maintain insurance policies reasonably required by MSP sufficient to protect against all applicable risks. Unless otherwise agreed, Consultant shall carry a minimum of \$1 million (\$1,000,000) of general and professional liability coverage at all times during the term of this Agreement. Consultant will provide MSP with certificates of insurance and other supporting materials as MSP may reasonably request to evidence Consultant's continuing compliance with the preceding sentence. Consultant will be liable for all loss or damage, which is caused by Consultant, other than ordinary wear and tear, to MSP's property in Consultant's possession or control. In the event of any such loss or damage, Consultant will pay MSP the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

Section 9. Ownership and Use of Proprietary Materials

9.1. Proprietary Materials. As used in this Agreement, "Proprietary Materials" means all commercially sensitive and proprietary information, including without limitation, trade

secrets, business plans, contracts, documents, financial information, operations, management, and technical or regulatory information of the parties, products, devices, computer programs, techniques, know-how, algorithms, procedures, discoveries, or inventions, whether patentable or copyrightable and whether reduced to practice, and all materials, texts, drawings, specifications, source code, data and other recorded information, in preliminary or final form and on any media whatsoever, that (a) is within the scope of MSP's business, research or investigations or results from or is suggested by Consultant's performance of the Services, and (b) is created, conceived, reduced to practice, developed, discovered, invented or made by Consultant during the term of this Agreement, whether solely or jointly with others while engaged in performing the Services. Should Consultant or MSP receive Proprietary Information about the other during the performance of Services pursuant to this Agreement, they agree not disclose it to any third party without the written consent of the other. Consultant shall only disclose MSP's Proprietary Information to its employees on a need-to-know basis.

9.2. Further Acts. Consultant will take such action (including, but not limited to, the execution, acknowledgment, delivery, and assistance in preparation of documents or the giving of testimony) as may be requested by MSP to evidence, transfer, vest or confirm MSP's right, title and interest in the Proprietary Materials.

9.3. Limitation. Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not obligate Consultant to assign or offer to assign to MSP any of Consultant's rights in an invention for which no equipment, supplies, facilities, or trade secret information of MSP was used and which was developed entirely, on Consultant's own time, unless the invention results from any work performed by Consultant for MSP.

9.4. Use and Confidentiality. Except as required for Consultant's performance of the Services or as authorized in writing by MSP, Consultant will not use, disclose, publish, or distribute any Proprietary Materials or remove any Proprietary Materials from MSP premises. Consultant will hold all Proprietary Materials in trust for MSP and will deliver them to MSP upon request and in any event upon the expiration or termination of this Agreement. Upon termination of this Agreement, Consultant will delete all Proprietary material from Consultant media.

9.5. Use of Names and Marks. Neither party to this Agreement shall publish or use in any advertising, marketing, sales or other promotional material any reference to the other party, its marks, or this Agreement without said party's express prior written approval.

Section 10. Remedies and Applicable Law

The parties agree that damages may be inadequate to compensate for the unique losses to be suffered in the event of a breach hereof, and that the damaged party will be entitled, in addition to any other remedy it may have under this Agreement or at law, to seek and obtain injunctive and other equitable relief, including specific performance of the terms of this Agreement without the necessity of posting bond. This Agreement will be governed in all respects by, and construed and enforced in accordance with, the laws of the State of Montana, without regard to any rules governing conflicts of laws.

Section 11. Assignment

Consultant may not assign this Agreement, in whole or in part, without MSP's prior written consent. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforced by the parties hereto and their respective successors and permitted assigns.

Section 12. Entire Agreement, Interpretation and Changes

This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein and all prior or contemporaneous oral or written communications, understandings, or agreements between Consultant and MSP with respect to such subject matters are hereby superseded in their entirety. In the event of any inconsistency between the terms of the main body of this Agreement and the terms of the Scope and Deliverables attached as Exhibit A, then the terms of the main body of this Agreement shall take precedence over the terms of Exhibit A. Any changes, amendments, or modifications to this Agreement and/or Exhibit A shall not be binding on the parties unless mutually agreed to by the parties in writing. If any such changes, amendments, or modifications cause an increase or decrease in the cost or time required to complete the Services, mutually agreed adjustments shall be made in the contract price and/or the period of service described in Exhibit A.

Section 13. Access to Books and Records

During the term of this Agreement and for a period of four years after the termination hereof, Consultant shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If Consultant carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized representatives to the related organization's books, documents and records.

Section 14. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law (a) all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the parties hereto as nearly as may be possible, (b) such invalidity, illegality, or unenforceability will not affect the validity, legality, or enforceability of any other provision hereof, and (c) any court or arbitrator having jurisdiction thereover will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

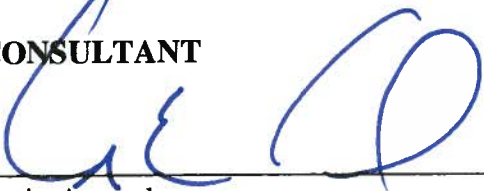
Section 15. Confidentiality of Patient Records

Consultant agrees to hold all individually identifiable patient health information ("Protected Health Information") that may be shared, transferred, transmitted, or otherwise obtained pursuant to this Agreement strictly confidential, and provide all reasonable protections to prevent the

unauthorized use or disclosure of such information, including, but not limited to the protection afforded by applicable federal, state and local laws and/or regulations regarding the security and the confidentiality of patient health care information. Consultant further agrees to make every reasonable effort to comply with any regulations, standards, or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including those provisions listed below. The Consultant may use and disclose Protected Health Information when necessary for Consultant's proper management and administration (if such use or disclosure is necessary), or to carry out the Consultant's specific legal responsibilities pursuant to this Agreement.


IN WITNESS WHEREOF, Consultant and MSP have duly executed this Agreement:

CONSULTANT



Craig Aasved
Reg. Chief Management Services Officer
Providence Health & Services - Montana

MSP



Leroy Kirkegard
Warden
Montana State Prison

EXHIBIT A
SCOPE AND DELIVERABLES

1. Description of Services to be Performed by Consultant

Consultant will provide Montana State Prison, and/or her designee(s), to facilitate a Trauma Nursing Core Course (TNCC). Consultant will conduct advance work for development and preparation of the TNCC agenda, and the preparation of TNCC materials. Consultant will provide direct facilitation during the TNCC and will consult with MSP leadership during the TNCC to make changes to the TNCC agenda as needed. TNCC participants who successfully complete the course will receive a CNE certificate and provider card.

2. Schedule/Timeframe for Services Completion (Contract Term)

This is a 16 hour, 2 day trauma course created and owned by the Emergency Nurses Association (ENA). The course is a mix of lecture and hands-on skills practice. Successful passing of a written and trauma assessment scenario test verifies passing of the course. Only ENA verified instructors may teach this course with a maximum 1:6 instructor to student ratio. Suggested maximum course size is 12 participants. More participants requires additional instructor(s).

The targeted time to complete this project is Consultant's best projection based on information presently available from MSP, and may change depending upon unanticipated findings or events. In the event of a change in the scope of Services during implementation of this project, Consultant and MSP management will be apprised of said change and any proposed modifications will be subject to management approval.

- a. Term: **Effective Date:** September 1, 2013
Expiration Date: August 31, 2014
- b. Services/Deliverables Timeframe: Two eight-hour days.

3. Compensation Amount and Timing of Payment

Instructor Fees: As compensation for the Services performed by Consultant, MSP will pay Consultant \$1584.00 plus travel expenses including rental of a mid-size SUV(\$156.00) to transport instructors and materials, and overnight lodging (if applicable). In addition, MSP will pay \$792.00 for each additional instructor approved in advance by MSP.

TNCC Fees & TNCC Textbook: MSP agrees to pay ENA \$65.00 for each participant and \$50.00 for each textbook. MSP shall make check payable to ENA but direct payment to TNCC Coordinator for submittal with TNCC paperwork.

Consultant will invoice MSP upon completion of the Services, and said invoice shall be payable upon receipt.