



Consulting Services Agreement

Rebecca Berry, VP Human Resources
 Hillary Forrest, Director of Human Resources
 St. Charles Health System, Inc.
 2500 Northeast Neff Road, Bend, OR 97701

July 23rd, 2022

Definition of Parties: This consulting services agreement is made on July 23rd, 2022, by and between Rebecca Bannon ("Consultant"), 301 Elk Haven Ct, Anaconda MT 59711 and St. Charles Health System, Inc., 2500 Northeast Neff Road, Bend, OR 97701 ("Client").

Purpose of Agreement: Client desires to engage the Consultant and the Consultant wishes to perform such desired services for the Client, subject to and in accordance with, the terms and conditions of this Agreement.

The parties agree to the following:

1	Services	The Consultant agrees to provide the Client with consulting services as agreed to by the parties.
2	Confidentiality	The parties mutually agree that all aspects of this Agreement and any subsequent communications shall be kept between the parties. Furthermore, the consultant will not release, share, or disseminate any information on the operations, trade secrets, business dealings or any other information deemed confidential by the Client.
3	Professional Fees	Fees for services are billed bi-monthly at an hourly rate. Travel time from Consultant location to Client location and Client location to Consultant location will be billed at half the standard hourly rate. Other required travel will be billed at the standard hourly rate.
4	Retainer	An initial retainer of \$10,000 (Ten-Thousand Dollars) is due at the beginning of the project and upon execution of this agreement. This retainer will be held and credited against the last invoice. Please mail the check to Rebecca Bannon, 301 Elk Haven Ct, Anaconda, MT 59711. As a convenience, the check may be given to the consultant during the first on-site visit. A completed W-9 is attached for Accounts Payable processing.



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5	Expenses	<p>All fees are exclusive of necessary and ordinary travel expenses and miscellaneous expenses specific to client work. Direct expenses may include but are not limited to:</p> <ul style="list-style-type: none"> Per diem (\$70/day) Airfare Hotel Rental car or ground transportation Fuel for rental car Personal vehicle mileage (at current IRS rate) Tolls Airport parking Resources, postage, shipping, copying
6	Intellectual Property	<p>a. Consultant Intellectual Property: Client shall not retain any rights in Consultant's intellectual property as a result of this Agreement.</p> <p>b. Client Intellectual Property: Consultant shall not retain any rights to Client's intellectual property as a result of this Agreement.</p>
7	Definition of Relationship	This Agreement does not imply or create any joint venture, partnership, agency, or joint employment relationship between the parties.
8	Non-Exclusive Service	Client acknowledges that Consultant's services hereunder shall be non-exclusive. Consultant may engage in any business or provide services to any party, without regard to whether such businesses or services may be similar to or compete with the businesses of the Client or the services to be provided hereunder.
9	Terms of Payment	Consultant agrees to provide the Client with timely bi-monthly invoices. All invoices are due and payable upon receipt. The Client agrees that a 2.5% finance charge will be assessed monthly on any outstanding balance after 30 days from the invoiced date, unless otherwise negotiated.
10	Disclosures	Each party agrees to abide by applicable laws and regulations related to the release and disclosure of the Agreement. Consultant agrees to provide separate invoices for any consultant services that are not reportable under the Labor-Management Reporting and Disclosure Act ("LMRDA").




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11	Disputes	This Agreement is to be governed by and construed in accordance with the laws of the State of Montana. Further, the parties agree to resolve any disputes arising out of this Agreement by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any judgement awarded by an Arbitrator shall be final.
12	Severability	If any portion of this Agreement shall be determined to be null and void by operation of law, the remaining portions of the Agreement shall remain in full force and effect.
13	No Modifications	No modification or amendment hereof shall be of any force or effect unless in writing and executed by both parties.
14	Term of Agreement	This Agreement shall commence on the execution date hereof and shall continue thereafter until terminated. Client or Consultant shall have sole discretion to terminate this agreement by giving each other a written notice of termination ("Termination Notice").

Signatures:

DocuSigned by:

 8/4/2022
 5E5D51F7ADD4A8...
Rebecca Bannon **Date**

DocuSigned by:

 8/4/2022
 C2E18E9DB1344AB
Client Signature **Date**



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STANDARD CONTRACT ADDENDUM

This Standard Contract Addendum (the “Addendum”) shall supplement and supersede the terms and conditions of the agreement entered into by and between **St. Charles Health System, Inc.**, a nonprofit corporation organized under the laws of the State of Oregon, on behalf of itself and its wholly owned subsidiaries whose principal place of business is 2500 NE Neff Road, Bend, Oregon 97701 (“St. Charles”), and **Rebecca Bannon** (“Contractor”), having an effective date of July 23, 2022 (the “Agreement”). St. Charles and Contractor are each a “Party,” collectively the “Parties”. This Addendum is effective as of the date of the last signature below (“Effective Date”).

1. **Term and Termination.** The term of the Agreement shall be effective for the term set forth in the proposal, quote, service order, ordering document such as an order form, statement of work, invoice, contract, or agreement of any kind or nature between the Parties (“Contractor’s Proposal”). Either Party may terminate the Agreement without cause by providing (30) days’ advance written notice of termination to the other Party. Alternatively, a Party may terminate the Agreement with cause by providing the other Party with a written notice describing the breach at issue and ten (10) days to cure the same (“Cure Period”). If the breaching Party fails to cure its breach to the sole satisfaction of the notifying Party before the end of the Cure Period, then the notifying Party may terminate the Agreement immediately by providing written confirmation of termination to the breaching Party (“Effective Termination Date”). “With Cause” shall mean: either Party (i) commits a crime involving dishonesty, breach of trust, or physical harm to any person; (ii) willfully engages in conduct that is in bad faith and materially injurious to another Party, including but not limited to, misappropriation of trade secrets, fraud or embezzlement; (iii) commits a material breach of this Agreement, which breach is not cured within the Cure Period as specified below; (iv) willfully refuses to implement or follow a lawful policy or directive as specified in the terms and conditions, which breach is not cured within the Cure Period as specified below; or (v) engages in misfeasance or malfeasance demonstrated by a failure to perform contractual duties diligently and professionally. If the Agreement is terminated With Cause, the breaching Party shall immediately reimburse the non-breaching Party for all costs, fees, interest, damages, including reasonable attorney’s fees, arising under or related to the breach. Notwithstanding the foregoing, Contractor shall not terminate services in any manner if the Parties are negotiating in good faith.

2. **Payment and Reimbursement.** Contractor shall submit invoices via email to schsinvoices@stcharleshealthcare.org that detail the nature, time, and amount of Services, as well as the cost of such Services, provided to St. Charles pursuant to Contractor’s Proposal. Invoices by Contractor must be in pdf format, one pdf per invoice, cost center or PO number must be on the invoice. Invoices must be submitted in a timely manner. St. Charles shall pay Contractor for services, if fees are undisputed, at the rates and in the manner set forth in Contractor’s Proposal. St. Charles shall reimburse Contractor for Contractor’s verified, service-related expenses in accordance with St. Charles’ expense reimbursement policy, attached hereto as Exhibit A, provided that St. Charles agrees in writing in advance of the expenses. Contractor acknowledges that this expense policy prohibits the payment of reimbursement for alcohol expenses and first- or business-class airline travel. Contractor also acknowledges that this policy requires the submission of itemized invoices to St. Charles for the expenses that Contractor would like to have reimbursed. Contractor agrees to contact St. Charles in advance of making reservations at hotels in Central Oregon so that Contractor can take advantage of St. Charles’ contracted hotel rates.



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St. Charles shall issue a Purchase Order for any Service and no invoice will be paid without a St. Charles Purchase Order. Contractor shall immediately return any money not owed under this Agreement to St. Charles. Contractor must provide information as requested by St. Charles such as banking institution name, routing number, account number, and email address for remittance files. For questions or inquiries please contact APDepartment@stcharleshealthcare.org.

3. Indemnification. To the extent permitted by Applicable Law, each Party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party and its officers, agents, servants, employees and indemnitees, against any and all liabilities, claims, demands, suits, losses, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to third party claims alleging the bodily injury or death of any person, the unauthorized or inappropriate use or disclosure of any "protected health information" within the meaning of 45 C.F.R. § 164.501, or the damage to or destruction of any property, caused by any negligent or intentional act or omission on the part of the Indemnifying Party, its officers, employees, or former employees. As used in this Agreement, "Applicable Law" means any law, rule or regulation, applicable to such Party.

4. Disputes, Governing Law and Forum. The Parties shall attempt to resolve all disputes between them that arise in connection with the Agreement through informal negotiation. If such negotiation proves unsuccessful, then the Parties shall resort to mediation. If such mediation proves unsuccessful, then either Party may pursue litigation through a court of competent jurisdiction located in Deschutes County, Oregon. The Agreement and this Addendum shall be interpreted and enforced in accordance with the laws of the State of Oregon. For clarity, any action arising out of or related to this Agreement and Addendum, shall be brought in the appropriate state court sitting in Deschutes County, Oregon and the Parties submit to the jurisdiction of such court.

5. Compliance with Applicable Laws. Each Party shall carry out its rights and responsibilities under the Agreement in a manner that complies with all Applicable Law, regulations, and professional standards. If the Parties will be sharing patient information or other confidential information in connection with the Agreement, then they agree to enter into a Business Associate Agreement and confidentiality agreement, respectively, as provided by St. Charles. Contractor agrees to perform such credentialing, licensing, certification, and criminal background checks on its employees who will be providing services to St. Charles under the Agreement as are reasonably necessary to protect St. Charles' patients and staff. As used in this Agreement, "Applicable Law" means any law, rule or regulation, applicable to such Party.

6. Independent Contractor Relationship. Nothing in the Agreement or this Addendum is intended or shall be interpreted as creating an employer-employee, partnership, or joint-venture relationship between the Parties. Instead, Contractor and its employees and agents shall carry out their rights and responsibilities under the Agreement as independent contractors of St. Charles. Accordingly, St. Charles shall not withhold from its payments to Contractor any amounts for taxes or other assessments.



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7. **Precedence of Documents.** This Addendum shall take precedence over and supersede any conflicting terms and conditions in the Agreement, Contractor's Proposal, or any other documentation pertaining to the items or services to be provided by Contractor to St. Charles under the Agreement.

8. **Government Program Exclusions.** St. Charles shall have the right to terminate the Agreement if any employee, subcontractor, or agent of Contractor is, or has ever been: (a) excluded from participation in any federal or state health care program, including but not limited to, Medicare and Medicaid, for having engaged in any activity set forth in 42 U.S.C. § 1320a-7 (LEIE list); (b) excluded from participation for fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in other than a health care program operated in whole or in part by any federal, state, or local government agency (EPLS list); (c) a specially designated national set forth in 31 C.F.R. § 501.701 (SDN list); or (d) debarred by the General Services Administration (ARNET list).

9. **Ownership.** Each Party shall own all right, title, and interest in ideas, concepts, expertise, programs, systems, methodologies, data or other materials that it has acquired or developed prior to or outside the scope of the Agreement. Neither Party will acquire any right, title, or interest in the intellectual property rights of the other Party by virtue of its performance under the Agreement. Any output or product of any kind or nature whatsoever by Contractor made or created specifically for St. Charles under this Agreement will be the sole and exclusive property of St. Charles and deemed work product ("Work for Hire").

10. **Non-Discrimination.** The performance required by this Agreement shall be rendered in accordance with Applicable Law and standards that prohibit discrimination against individuals on the basis of age, race, color, sex, religion, national origin, veterans' status or disability.

11. **Health Insurance Portability and Accountability Act ("HIPAA").** Each Party agrees to perform this Agreement in a manner that complies with HIPAA and other Applicable Law governing the protection, use and disclosure of confidential patient information (collectively, the "Privacy and Security Laws"). If either Party becomes aware of a violation of the Privacy and Security Laws on the part of one of its directors, officers, employees or agents, that Party shall immediately notify the other Party and shall take all actions necessary to mitigate the damage caused by such violation. The Parties agree that a breach of the Privacy and Security Laws shall be considered a material breach of this Agreement and may, at the discretion of the injured Party, be grounds for immediate termination of this Agreement.

12. **Access to Books and Records.** Upon written request of the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, Contractor will make available those books, contracts, documents and records necessary to verify the nature and extent of the costs of providing its Services, until the expiration of four years after the furnishing of Services pursuant to this Agreement. If Contractor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, then Contractor shall include a provision embodying the requirements of this section in that subcontract. This section is included pursuant to and governed by the requirements of Public Law 96-499 (Section 1861 (v)(1)(I) of the Social Security Act) and the regulations promulgated



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thereunder. No attorney-client, accountant-client, or other privilege will be deemed to have been waived by either Party by virtue of this Agreement.

13. Insurance. Contractor agrees to maintain general liability, detailing St. Charles as additional insureds, and workers compensation insurance for the term of this Agreement. Such general liability insurance shall have minimum policy limits of \$1,000,000 per claim and \$3,000,000 in the aggregate. Within three (3) days from the Effective Date, a certificate of insurance evidencing the validity of the insurance required by this section shall be provided by Contractor to St. Charles and shall be incorporated as Exhibit A to this Agreement. If a certificate of insurance is not provided to St. Charles within three (3) days from the Effective Date, St. Charles may terminate this Agreement upon providing notice to Contractor and receive a full refund of all fees paid.

14. Publicity. Except with the express written permission by St. Charles in each instance, Contractor may not use St. Charles's name or trademarks (including use of logos) for: (i) marketing or promotional purposes, (ii) press releases and other communications, and (iii) Contractor's website and other sales and marketing media including emails, tradeshow and signs.

15. Third Party Beneficiaries. The Parties do not intend to create, nor shall there be, any third party beneficiaries to this Agreement.

16. Offshoring: Contractor represents and warrants that it shall not provide Offshore Activities under this Agreement, whether directly or indirectly, including but not limited to the disclosure of personal health information ("PHI"). "Offshore Activities" means products or services provided outside of the United States of America.

17. Binding Effect. This Agreement shall be binding upon the heirs, successors, permitted assigns, and personal representatives of the Parties. The persons executing this Agreement warrant that they have the authority to bind St. Charles and Contractor to the terms and conditions embodied in this Addendum.

18. Counterparts. This Addendum may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Addendum by an exchange of signature copies hereof. In the event of such an exchange, this Addendum shall become binding and any signed copies shall constitute admissible evidence of the existence of this Addendum.

19. Survival. The terms and conditions of this Agreement which by their nature require performance by either party after the termination or expiration of the Agreement, including, but not limited to, limitations of liability, confidentiality obligations, exclusions of damages, indemnification obligations, governing law, and any other provision or partial provision which by their nature would reasonably extend beyond the termination of the Agreement shall be and remain enforceable after such termination or expiration of the Agreement for any reason whatsoever.



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20. Confidential Information. "Confidential Information" means any information disclosed at any time by either Party, its directors, officers, employees, and agents (collectively, the "Representatives"), to the other Party or its Representatives in anticipation of or during Parties' relationship, either directly or indirectly, in writing, orally or by inspection of tangible objects which pertains to such Party's business, including, without limitation, information concerning marketing, financial, employee, planning, service or product purchase or performance agreements and documentation, pricing, and other confidential or proprietary information or information a reasonable person would understand to be confidential or proprietary. Confidential Information of either Party will not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party without a breach of any third party's obligations of confidentiality at the time of disclosure by the disclosing Party; (iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.
21. Disclosure of Confidential Information. Both St. Charles and Contractor shall (i) hold all Confidential Information in confidence and use it only as permitted in connection with the Services provided under this Agreement; (ii) use the same care to prevent unauthorized disclosure of the disclosing Party's Confidential Information as the receiving Party uses with respect to its own Confidential Information of a similar nature and shall not, in any case, be less than the care a reasonable person would use under similar circumstances; (iii) to the extent required by a court order or law, disclose only the Confidential Information required to comply with such court order or law and in conjunction with fulfilling obligations under Section 23; and (iv) only disclose the Confidential Information to its Representatives who have a need to know such information in order to perform their job. Each Party shall be liable for any breach of this Agreement by any Representative. Neither Party shall disclose Confidential Information to third parties without the other Party's prior written consent.
22. Injunctive Relief. Each Party acknowledges that a Party's actual or threatened breach of its confidentiality obligations under Section 20, would likely cause irreparable harm to the non-breaching Party that could not be fully remedied by monetary damages. Each Party therefore agrees the non-breaching Party may seek such injunctive relief or other equitable relief as may be necessary or appropriate to prevent such actual or threatened breach without the necessity of proving actual damages.



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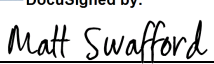
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23. Legal Process. In the event either Party receives a subpoena, request for production of documents, court order or requirement of a governmental agency to disclose any Confidential Information ("Legal Process"), the recipient thereof shall, if permitted by law, give prompt written notice to the other Party so the other Party may move for a protective order or other relief. In the event either Party is required to respond to or support such Legal Process involving the other Party (but not the parties adverse to one another), the responding Party shall be entitled to recover from the other Party all reasonable costs, fees and expenses incurred by the responding Party, including reasonable time expended by internal resources and reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties enter into this Addendum, which shall be incorporated into the Agreement, as of the Effective Date.

ST. CHARLES

St. Charles Health System, Inc.

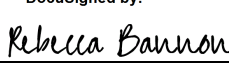
By: 
DocuSigned by:
C2F1BE9DB1344AB...
Name: **Matt Swafford**

Title: **SVP and CFO**

Date: **8/4/2022**

CONTRACTOR

Rebecca Bannon

By: 
DocuSigned by:
5E5D51F7ADDC4A8...
Name: **Rebecca Bannon**

Title: **Consultant**

Date: **8/4/2022**



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EXHIBIT A

EXPENSE REIMBURSEMENT SUMMARY FOR CONSULTANTS AND CONTRACTORS

This document provides a summary of the key elements of the expense reimbursement policy of St. Charles Health System, Inc. A copy of this policy, which is St. Charles document 1412, will be provided to you, upon request.

Item or Issue	Policy Provision
Non-reimbursable Expenses	No reimbursement will be paid for alcohol or incidental items (e.g., gum, laundry expenses, mini-bar purchases).
Airfare and Train Fare	Reimbursement for airfare and train fare will be capped at the cost of the applicable coach-class fare, regardless of whether the traveler flew business- or first-class.
Rental Car Costs	Reimbursement for rental car costs will be capped at the cost of a full size vehicle, unless multiple vendor personnel are traveling together in the vehicle.
Hotel Expenses	Reasonable efforts should be made to stay at a hotel with which St. Charles has negotiated a corporate rate. Questions about which hotels are included in this grouping may be directed to your St. Charles' contact person.
Meals and incidentals	For meals and incidentals, Vendor/Consultant uses the government per diem rate for Bend, OR. Per diems will be reduced by the value of any meals provided by either hotels or the Client.