

CORPORATE HEALTH SERVICES AGREEMENT

This Corporate Health Services Agreement (“Agreement”) is entered into effective this _____ day of _____, 2009 (“Effective Date”), by and between Saint Alphonsus Regional Medical Center, Inc., an Idaho nonprofit corporation (“Saint Alphonsus”), and _____, a _____ (“Company”). Saint Alphonsus and Company may be collectively referred to herein as the “Parties” and individually, as a “Party.”

RECITALS

A. Saint Alphonsus is an Internal Revenue Code Section 501(c)(3) corporation affiliated with Trinity Health. Saint Alphonsus owns and operates a regional medical center in Boise, Idaho (the “Medical Center”), which is licensed under the laws of the State of Idaho and accredited by the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”).

B. The Medical Center provides patient care services consistent with the moral principles and philosophy of the Catholic Church as expressed in the Ethical and Religious Directives for Catholic Health Care Services promulgated by the National Conference of Catholic Bishops (“Ethical Directives”). As part of its mission of service to the community, Saint Alphonsus operates the Corporate Health Services (“CHS”), department of the Medical Center which provide health education, services, courses, and health fairs to corporations and organizations (collectively, “Services”).

C. Company desires to contract with Saint Alphonsus to provide Services to its employees, agents and contractors (collectively, the “Employees”). By this Agreement, the Parties intend to set forth the terms and conditions pursuant to which Saint Alphonsus shall provide such Services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. DUTIES.

1.1 Saint Alphonsus’ Obligations. Saint Alphonsus shall provide to the Company and its Employees the Services more specifically described on Exhibit A attached hereto and incorporated herein by reference. Saint Alphonsus agrees to provide such Services at a times and dates mutually agreed upon by the Parties, subject to Saint Alphonsus’ adequate staffing and facilities resources.

1.2 Company’s Obligations. Company shall contact Saint Alphonsus to request provision of the Services by Saint Alphonsus on dates and time mutually agreed upon by the Parties. Company agrees to compensate Saint Alphonsus for Services actually rendered pursuant to the schedule of rates set forth on Exhibit A.

2. TERM AND TERMINATION. This Agreement shall commence on the Effective Date, and remain in full force and effect until Dec.31, 2010. This Agreement may be terminated by either Party by written notice delivered or mailed at least one (1) week prior to the initial date the Services are to be provided. The termination of this Agreement shall not limit any Party's rights for damages resulting from a default hereunder or limit any Party's rights for indemnification or reimbursement. The terms of Article 6 shall survive any termination of this Agreement.

3. ATTENDANCE, FEES, AND PAYMENT TERMS.

3.1 Attendance. Company acknowledges that Saint Alphonsus requires a minimum of (20) Employees be enrolled in the Services. If less than (20) Employees are enrolled to attend the Services one (1) week before the date the Services are to be performed, then the Company will contact Saint Alphonsus and advise Saint Alphonsus of the enrollment deficiency and, upon such notification, Saint Alphonsus and Company shall jointly decide whether to cancel or proceed with the Services. In the event the Parties decide to proceed with the Services, given the enrollment deficiency, Company agrees to pay the Minimum Fee (defined below) for the provision of such Services.

3.2 Fees for Services. Saint Alphonsus shall charge Company a fee per Employee attending each course as indicated in Exhibit A. Notwithstanding the foregoing, Company will guarantee a minimum enrollment of at least (20) Employees as provided in Section 3.1 above. In the event fewer than (20) Employees attend the Services, Company agrees to pay Saint Alphonsus a minimum fee of four hundred dollars (\$400.00) ("Minimum Fee"). In addition to the fees for services, Company agrees to reimburse Saint Alphonsus a mileage fee of -0- Dollars (\$ 0) per mile for transportation expenses incurred in traveling to and from the location where the Services are to be provided.

3.2.1 Billing of Third Parties. If third party (insurance) billing is to be provided by Saint Alphonsus, Company's financial obligations will be limited to "co-pay and /or deductible" portions only (as agreed to in Exhibit A).

3.3 Adjustment of Fees. If the term of this Agreement is more than one (1) year, Saint Alphonsus reserves the right to adjust the fees set forth in Section 3.2, on the first anniversary of the Effective Date, and on an annual basis thereafter, not to exceed the percentage increase in the annual Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, All Urban Consumers, All Items, All Cities. The Parties shall agree on such increase in fees in writing. In the event the Parties are unable to agree to the increase in fees within thirty (30) days following the anniversary date, either Party may terminate this Agreement upon the expiration of thirty (30) days following delivery of written notice of the Party's intent to terminate to the other Party.

3.4 Payment Terms. Upon completion of the Services, Saint Alphonsus shall send Company an invoice for Services actually rendered. Company agrees to pay Saint Alphonsus for Services within thirty (30) days from the date of the invoice.

4. INSURANCE AND INDEMNIFICATION.

4.1 Insurance. Throughout the term of this Agreement, each Party shall carry (and shall furnish certificates evidencing such coverage to each other as requested), comprehensive general liability insurance coverage covering each Party's respective officers, directors, employees, contractors and agents for all activities set forth in this Agreement, in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The Parties shall also maintain worker's compensation coverage for each Party's respective employees and agents, as appropriate. Each Party agrees to indemnify and hold the other harmless from any and all liability or loss, including attorney's fees and costs of defense, arising from the Party's failure to maintain insurance coverage as provided herein.

4.2 Indemnification. Within the limits of the insurance policies required to be maintained hereunder, the Parties agree to indemnify and hold each other harmless from any and all claims, fines, demands, actions, costs (including reasonable attorney's fees and costs of defense), arising by reason of a Party's acts or omissions, or the act or omissions of such Party's employees, contractors or agents, related to this Agreement.

5. REMEDIES. Each Party shall be entitled to all rights and remedies provided at law or in equity for breach of the terms of this Agreement and the right to receive reasonable attorney's fees and costs incurred in enforcing the terms of this Agreement. All remedies provided hereunder shall survive the termination of this Agreement. Each remedy shall be cumulative and in addition to every other remedy afforded. In the event of a breach of any covenant or condition hereunder by Company, particularly in regard to providing adequate notice of termination before Services are provided within the stated timelines, Saint Alphonsus at its option and in its sole discretion may terminate this Agreement and retain those amounts paid or be entitled to the Minimum Fee, and shall have no further obligations hereunder.

6. MISCELLANEOUS.

6.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties concerning these Services, and there are no oral or other agreements existing between the Parties relative to this subject matter which are not expressly set forth herein.

6.2 Severability. In case any one or more of the provisions contained in this Agreement shall for any reasons be held to be invalid, illegal, unconscionable or unenforceable in any respect, this Agreement shall be construed as if such provision or provisions had never been contained herein, and all other terms and provisions hereof will remain in force to the fullest extent permitted by law.

6.3 Governing Law; Venue. This Agreement has been executed and delivered in the State of Idaho, and shall be construed and enforced in accordance with the laws of the State of Idaho, without regard to conflicts of law provisions. All duties and obligations of the Parties hereunder are performable in the State of Idaho, and Ada County, Idaho shall be the venue of any action, special proceeding or other proceeding that may be brought or arise out of, or in connection with or by reason of this Agreement.

6.4 Attorney's Fees. In the event any controversy, claim or action arises between the Parties to this Agreement to enforce the terms and conditions of this Agreement or arises from the breach of any provision hereof, the prevailing Party will be entitled to receive from the other Party all costs, damages and expenses, including reasonable attorney's fees, and including those costs, expenses and reasonable attorney's fees on appeal, incurred by the prevailing Party, whether or not such action upon such controversy or claim is initiated, litigated, prosecuted to judgment or appealed. The prevailing Party shall be that Party which is awarded judgment as a result of trial or arbitration, or the Party that receives a money payment from the other Party in settlement of claims asserted by that Party.

6.5 Time of Essence. All times provided for in this Agreement for the performance of any act will be strictly construed, time being of the essence.

6.6 Modification. The Parties hereto may at any time hereafter modify or amend this Agreement by a subsequent written agreement executed by both Parties. This Agreement may not, however, be changed orally, nor shall it be deemed modified in any way by any act of the Parties hereto.

6.7 Compliance with Laws. The Parties intend this Agreement to comply with all applicable laws, statutes, rules and regulations, including but not limited to Medicare and Medicaid provisions, anti-referral legislation and regulations, the Health Insurance Portability and Accountability Act of 1996, applicable JCAHO guidelines, and provisions of the Internal Revenue Code pertaining to non-profit organizations and facilities. If, in the opinion of either Party's legal counsel, any term hereof is inconsistent with any applicable federal, state or local law, rule or regulation, or jeopardizes the tax-exempt status or the tax-exempt financing of Saint Alphonsus, or if any authority commences regulatory or enforcement action, the Parties shall renegotiate any terms of this Agreement to cure the terms to secure such strict compliance. In the event the Parties, after exercising the utmost good faith, have been unable to renegotiate the terms of this Agreement within thirty (30) days, either Party shall be entitled to terminate this Agreement.

6.8 Confidentiality of Information. In the event that Saint Alphonsus shares with Company information that Saint Alphonsus considers to be confidential or proprietary, Company agrees to hold such information in strict confidence and said information will not be released to any other persons or entities without the express written consent of Saint Alphonsus. This provision shall survive termination or expiration of this Agreement.

6.9 Third-Party Beneficiaries. The Parties intend that no individual or entity shall be construed or considered to be an intended third-party beneficiary under this Agreement.

6.10 Non-Discrimination. To the extent required by law, each Party shall comply with all federal, state and local statutes relative to civil rights and discrimination, including, but not limited to, Title VII, Civil Rights Act of 1964 and the Age Discrimination in Employment Act.

6.11 Notices. All notices under this Agreement shall be in writing and deemed given on the date delivered personally to a Party or three (3) days after the date sent by United States certified mail, return receipt requested, postage prepaid, to the appropriate Party at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

Saint Alphonsus: William Cafferty, Mgr., Corporate Health Services
Saint Alphonsus Regional Medical Center, Inc.
1055 North Curtis Road
Boise, Idaho 83706

with a copy to: Office of General Counsel
Saint Alphonsus Regional Medical Center, Inc.
1055 North Curtis Road
Boise, Idaho 83706

Company: _____

6.12 Incorporation of Recitals and Exhibits. The Recitals and Exhibits to this Agreement are incorporated into this Agreement by this reference as if set forth in full herein.

6.13 Entity Authority. Company represents and warrants to Saint Alphonsus that at the date of execution hereof the individual executing this Agreement on behalf of Company has full power and authority to execute this Agreement and to obligate Company to perform Company's obligations hereunder, and all necessary corporate action (if any) to authorize this transaction has been taken.

6.14 Execution in Counterparts. This Agreement and any amendments hereto shall be executed in duplicate originals. Both duplicate counterparts shall each be deemed an original, and both duplicate originals shall together constitute one and the same Agreement.

6.15 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by the Party of any performance by another Party after the time the same shall have become due shall not constitute a waiver by the first Party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first Party in writing.

6.16 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.17 Assignment. The obligations of the Parties hereunder may not be assigned either voluntarily or by operation of law without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the rights of Saint Alphonsus hereunder may not be assigned except to any parent, affiliate, subsidiary or successor entity of Saint Alphonsus Regional Medical Center, Inc.

6.18 Force Majeure. Unless otherwise specified herein, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the Party obligated to perform (except for financial ability), shall excuse the performance, except for the payment of money, by such Party for a period equal to any such prevention, delay or stoppage.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

“SAINT ALPHONSUS”:

“COMPANY”:

Saint Alphonsus Regional Medical Center, Inc.,
an Idaho nonprofit corporation

_____,
a _____ corporation

By: William Cafferty
Its: Mgr., Corporate Health Services

By: _____
Its: _____

EXHIBIT A

SERVICES

Saint Alphonsus agrees to provide the following Services to Company:

Date of Service or Program: _____

Time of Service or Program: _____

- Courses: _____
- Programs: _____
- Services: _____
- Screenings: _____
- Profiles: _____
- Other: Follow-up in-service to discuss profile results.
- Instructor(s) for course/program
- X Materials necessary for the course/program/services
- Mannequins for practice
- Course Completion Cards
- Working TV and VCR
- Space to hold the class
- X Personnel for services
- X Other: On-Site Flu Clinic \$20.00/dose.
- X Saint Alphonsus agrees to remove and dispose of all needles and other supplies used in administering the shots.

Company agrees to provide the following resources for Saint Alphonsus' use:

- Working TV and VCR
- Screen for showing slides
- X Space to hold the class/service
- X Chairs: 4 Tables: 2 Wastebaskets: 2
- Classroom with tables and chairs set up
- Other: _____
