

JANUARY 30, 2003

**NATIONAL CENTER FOR HEALTH CARE INFORMATICS
INTERIM PREMISES SITE PREPARATION & LEASE**

This Interim Premises Site Preparation & Lease Agreement (“Agreement”) is hereby entered into this ___ day of _____, 2003 between St. James Healthcare of Butte, Montana (“St. James”) and Montana Tech of The University of Montana (“Montana Tech”), also of Butte, Montana, for the purpose of preparing and providing an interim National Center for Health Care Informatics (“Center”) site and equipment at the Montana Tech campus, pursuant to the terms and conditions set forth below.

Whereas, the U.S. Department of Health and Human Services (“HHS”) has awarded grant funds (Grant No. 1 C76 EIF 0063 8-01) to St. James for the purpose of financing, designing, operating and equipping a Center, to be jointly administered by St. James and Montana Tech, at the Montana Tech campus; and

Whereas, St. James and Montana Tech have identified suitable Center space at the Montana Tech campus, CBB 009 and CBB 226 (Attachment A), two unfinished rooms which, when finished, will meet interim Center needs for instruction, information, staffing, storage and public access; and

Whereas, HHS has indicated its willingness to permit Center grant funds awarded to St. James to be used to finish the above-referenced Montana Tech CBB 009 and CBB 226 rooms for the purpose of making these rooms suitable as the interim Center site pursuant to a mutually acceptable lease, design, renovation and use agreement between St. James and Montana Tech.

Therefore, St. James and Montana Tech hereby agree as follows:

1. Montana Tech shall make available CBB 009 and CBB 226 as an interim Center site, with CBB 009 to be used and equipped as a multi-media instructional classroom primarily to support Center activities and purposes; and CBB 226 to be used and equipped as Center offices and storage space.
2. In return for receiving access to CBB 009 and CBB 226 as the interim Center site, St. James shall pay, from grant funds, Montana Tech the sum of up to \$163,700 to prepare these two rooms for Center use; and additional sum of \$24,555 to pay for architectural and engineering design costs for preparing these two rooms as the interim Center. St. James shall request funds from the Payment Management System (PMS) as costs are incurred and will make payments to Montana Tech upon the receipt of distributions from the PMS.

3. St. James and Montana Tech shall mutually agree on the final design of CBB 009 and CBB 226 before any preparation of either room begins. Subject to obtaining all legally required authorizations to proceed and other reasonable date modifications, the parties shall attempt to meet the following deadlines:

- a. Obtain architectural and engineering site plans — by April 15, 2003.
- b. Solicit competitive bids for site preparation —by July 1,2003.
- c. Award site preparation bid — by August 1, 2003.
- d. Initiate site preparation construction activity—by August 15, 2003.
- e. Purchase fixed and moveable Center equipment — by January 1, 2004.
- f. Occupy interim Center site/initiate Center activities — by January 15, 2004.

The unintentional failure to meet any of these dates shall not be considered a material breach of this Agreement.

4. In addition to the above CBB 009 and CBB 226 site preparation and design payments, St. James further agrees to pay Montana Tech, from grant funds, the sum of up to \$118,139 for the purpose of acquiring fixed and moveable equipment for Center activities, as identified in the Attachment B. Fixed and Moveable Equipment List.

5. Although CBB 009 and CBB 226, as well, as any equipment located in these rooms, shall be used primarily for Center activities, Montana Tech may also use these rooms and any equipment therein for non-conflicting, non-Center activities subject to prior St. James approval, which shall not be unreasonably withheld.

6. Once the interim Center site design and finishing work has been completed, and the fixed and moveable equipment for the Center purchased and installed, St. James shall have the right to use the interim Center site rent free for either 25 years following completion date or until a permanent Center site has been constructed and made available for permanent Center use, whichever date is earlier. Montana Tech shall assume sole financial responsibility for Center maintenance and utilities costs while the Center is located at Montana Tech; and the parties shall mutually agree on the allocation of all other Center operations costs before the interim Center begins its operations and while the Center engages in activities at its Montana Tech location.

7. All interim Center site design and finishing activities shall be under Montana Tech's direct supervision and conducted pursuant to State of Montana and Montana University System site construction legal requirements to the full extent the latter are applicable.

8. Once completed, the interim Center shall be jointly operated and administered by St. James and Montana Tech except to the extent HHS otherwise specifies or requires; although both St. James and Montana Tech recognize St. James as the HHS grantee, and Montana Tech as a St. James grantee subcontractor, for federal grant program responsibility purposes.

9. Montana Tech and St. James agree to follow all federal and state anti-discrimination laws applicable to this Agreement or any aspect thereof.

10. Upon termination of this Agreement for any purpose, Montana Tech shall be entitled to retain all permanent improvements and fixed equipment in CBB 226 and CBB 009 at no financial obligation to Montana Tech. The parties shall negotiate in good faith, in a manner consistent with federal legal requirements, the disposition of moveable equipment purchased for Center use with HHS grant funds following such termination.

11. All disputes arising between the parties under this Agreement shall be governed by Montana law and resolved in Butte-Silver Bow County, Montana, except that the parties shall be obligated to engage in good faith efforts to resolve any such dispute amicably with each other and if necessary, by neutral third party mediation, before any legal dispute may be filed by either party against the other.

12. This Agreement shall supersede all prior written and verbal agreements between the parties; and may only be amended in a properly executed writing by both parties.

13. Neither party may incur any material financial obligation pursuant to this Agreement before obtaining all necessary, legally required approvals to proceed with its implementation, including but not limited to any approval required by the St. James Board of Directors, the Montana University System, the State of Montana and HHS.

14. All communications between the parties to this Agreement needed to effectuate its performance shall be made as follows:

To Montana Tech: Ray Rogers, Montana Tech of The University of Montana
1300 West Park Street, Butte, MT 5970 1-8997

To St. James: Pat Dudley, St. James Healthcare
400 S. Clark, Butte, MT 59701

15. Neither party may assign this Agreement without the express prior consent of the other party.

By: _____ By: _____
Frank Gilmore, Chancellor Date Raymond F. Rogers Date
Montana Tech of The University of Montana

By: _____ By: _____
James Kiser, Chief Administrative Officer Date Patrick Dudley Date
St. James Healthcare