

PROFESSIONAL SERVICES AGREEMENT

1. **Parties.** This Agreement is made and entered into between the City of Rapid City, a municipal corporation and political subdivision of the State of South Dakota, hereinafter referred to as “City”, and Occupational Health Network, Inc, hereinafter referred to as “OHN”.
2. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions whereby services for City-wide drug and alcohol testing are provided by OHN, including all non-Department of Transportation (DOT) and DOT required tests.
3. **Fee Schedule.** OHN agrees to provide non-DOT and DOT testing services at the rates per testing category as follows:

Non-DOT drug screens regardless of category (pre-employment, reasonable suspicion, etc)	\$35.00
DOT (NIDA) drug screens	\$35.00
Breath alcohol testing	\$30.00
After hours additional charge for drug screen/breath alcohol collections;	
Unscheduled testing	\$25.00
Scheduled testing	\$10.00
Drug screen collection fees	Included
Medical Review Officer services/drug screen confirmation	Included

The above fee schedule shall continue to be in force until such time as this Agreement is modified or amended as evidenced by a writing signed by both parties hereto.

4. **Protocol for Annual Evaluation of Vendor Compliance.** OHN agrees to follow the City’s Protocol for the Annual Evaluation of Vendors’ Compliance with DOT Drug & Alcohol Regulations and Standards, a copy of which is attached hereto and incorporated herein.
5. **Drug & Alcohol Employee Certification.** OHN agrees to ensure that all of its employees, agents or independent contractors involved in the actual collection process for drug and alcohol testing are appropriately certified under the applicable DOT regulations to perform such duties.

6. **Term.** The term of this Agreement shall be on a month-to-month basis starting the _____ day of _____, 2006, and shall be terminable by either party upon a thirty (30) day written notice.

7. **Insurance and Liability.** OHN shall at all times during the term of this Agreement maintain insurance for professional liability coverage with a One Million Dollar (\$1,000,000) limit per occurrence and Three Millions Dollars (\$3,000,000) aggregate. OHN shall furnish the City with a certificate of insurance acceptable to the City and a statement generally describing the coverage therein contained. Such certificate and statement shall be attached hereto and incorporated herein. Said policy of insurance shall name the City as an additional insured.

8. **Hold Harmless.** OHN shall indemnify, defend and hold the City harmless from any and all damages, claims, suits, demands, or asserted obligations for injuries or damages arising out of the conduct of OHN or any of its employees, agents, or independent contractors.

9. **Non-Discrimination.** OHN shall provide the services agreed to without discrimination as to race, color, creed, national origin, disability, age, or sex, or permit discrimination against any person or group of persons in any manner.

10. **Assignment.** OHN agrees not to assign the services it has agreed to provide without the express written permission of the City.

11. **Invalid Sections.** In the event that any section(s) or provision(s) of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision(s) of this agreement if it can be given effect without the invalid section(s) or provision(s).

12. **Choice of Law and Venue.** The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this Agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

Dated this _____ day of _____, 2006.

Its: _____

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(SEAL)

ACKNOWLEDGMENT

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

(SEAL)