

**SERVICES AGREEMENT
SPECIALTY TRANSPORT PERSONNEL AND EQUIPMENT**

Section 1: Parties

The Parties to this Services Agreement for Specialty Transport Personnel and Equipment (“the Agreement”) are Rapid City Regional Hospital, Inc., a South Dakota non-profit corporation (“the Hospital”) and the City of Rapid City Department of Fire and Emergency Services (“the City”).

Section 2: Purpose

The Hospital is a non-profit community hospital in Rapid City, South Dakota that employs maternal and neonatal nursing personnel and owns certain equipment used by such personnel (“the Specialty Transport Personnel and Equipment”). The City is a licensed ground ambulance service located in Rapid City-Pennington County. The City wishes to utilize, and the Hospital wishes to provide, the Specialty Transport Personnel and Equipment under the terms of this Agreement.

Section 3: Term & Termination

This Agreement shall be deemed to have been effective as of March 1, 2008, and will continue in effect until June 30, 2009. This Agreement shall automatically renew for additional one-year terms unless either Party provides the other Party with sixty (60) days written notice of its intent to not renew the Agreement.

Either Party shall have the right to terminate this Agreement upon sixty (60) days written notice to the other Party.

Section 4: Specialty Transport Personnel and Equipment

For and in consideration of the compensation to be paid by the City as set forth in this Agreement, Hospital agrees to provide the Specialty Transport Personnel and Equipment as described in Exhibit A to this Agreement when the City provides transport services to a woman in labor and/or an infant.

Section 5: Compensation

In consideration of the services to be provided by the Hospital under this Agreement, the City shall compensate the Hospital in an amount of one hundred and twenty five dollars (\$125) per hour for loaded miles and fifty dollars (\$50) per hour for unloaded miles for all patients with Medicaid as the payor. For patients with all other payors, the City shall compensate the Hospital in an amount of two hundred fifty dollars (\$250) per hour for loaded miles and fifty dollars (\$50) per hour for unloaded miles, all payable within thirty (30) days of the City’s receipt of an invoice from the Hospital for the Specialty Transport Personnel and Equipment. The first invoice provided by the Hospital to the City shall include charges for services provided by the Hospital

after the effective date of this Agreement but prior to the execution of this Agreement by the Parties.

The Hospital will not bill any patients or other parties other than the City for the services provided under this Agreement.

Section 6. No Influence of Referrals

It is not the intent of either Party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by any Party of patients to other Parties or their affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the Parties reasonably believe to be the fair market value for the services provided.

Section 7. Excluded Parties Provision

Each Party certifies that it is not, and has not been, excluded, debarred, suspended or otherwise ineligible to participate in any Federal health care programs or in Federal procurement or non-procurement programs, nor has been convicted of a criminal offense related to (i) the neglect or abuse of a patient, or (ii) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under the Medicare or Medicaid program. Each Party agrees that if it becomes ineligible to participate in any of the previously listed programs or is convicted as described above, it will notify the other Party immediately. This Agreement shall be terminated immediately and without penalties if either Party becomes ineligible under any of these programs.

Section 8. Relationship

The parties agree and understand that Hospital and its employees are not and shall not be construed to be in any way associated with the City other than as an independent contractor. In so agreeing, the Hospital waives all rights to City employment benefits or Worker's Compensation.

Section 9. Indemnity and Insurance

Each party agrees at no cost or expense to the other, to carry a policy or policies of professional liability insurance issued by insurance carriers licensed or authorized to conduct business in South Dakota and with commercially reasonable limits. Liability insurance shall be provided in an amount of not less than three million dollars (\$3,000,000) or such larger sum as may be required by a governmental agency. Each party agrees to furnish to the other a certificate of insurance to evidence the insurances required by this section. Failure to maintain the required insurance coverage listed here shall be grounds to terminate this agreement immediately and pursue any and all other remedies either party may have.

The Hospital agrees to defend, indemnify and save harmless the City from any and all claims, damages, costs, and expenses, including reasonable attorney fees, arising out of or in connection with the conduct or management of the care of patients cared for by the Hospital. City shall not be liable and the Hospital waives all claims for damages to person(s) or property sustained by the Hospital, its agents, servants, invitees, and public resulting from the care given to patients being transported under this agreement.

Section 10. Miscellaneous

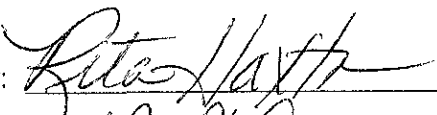
This Agreement shall be construed in accordance with the laws of the State of South Dakota. In the event that any provisions hereof shall be legally unenforceable, the remaining provisions shall nevertheless be carried into effect. All section headings in this Agreement have been inserted for convenience only and are not to be construed as part of the Agreement itself. This Agreement contains the entire understanding between the parties with reference to the matters contained herein, there being no terms, conditions, warranties or representations other than those contained herein, and no amendments hereto shall be valid unless made in writing and signed by both of the parties hereto.

* * * * *

The Parties have executed this Agreement on the dates indicated below.

Rapid City Regional Hospital, Inc.

City of Rapid City Department of
Fire and Emergency Services

By: 

By: _____

Its: VP - Pt. Care

Its: _____

Date: 4/21/08

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

EXHIBIT A
SPECIALTY TRANSPORT PERSONNEL AND EQUIPMENT

Staffing:

Neonatal Nurse Practitioner and Neonatal Transport Registered Nurse will be available 24/7 to support the needs of the patient

Equipment:

International Biomedical, Inc. Incubator, Infant, Transport	20H Monitor
International Biomedical, Inc. Incubator, Infant, Transport	Voyager LW: 731-1800
Airborn Life Support Systems Incubator, Infant, Transport	20L REV A
Johnson & Johnson Medical, Inc Monitor, BP	9720/8710 Plus
MDE (allias to: Medical Data Electronics) Physiological Monitor	Escort II 20300
Welch Allyn Monitor, Physiological, Portable	Propaq, Encore; 007-0109-01
Protocol Systems, Inc. Monitor, Physio, Transport	204EL
Bio-Med Devices, Inc. Ventilator, Pediatric, Transport (4)	MVP-10 Portable
Fisher & Paykel Healthcare Analyzer, Oxygen (3)	TED-60T
Pacifitech Oxygen Analyzer	P-1000E
Fischer & Paykel Healthcare Analyzer, Oxygen	TED-60T

International Biomedical, Inc. Blender, Air/02 (2)	10065
Medex, Inc. Infusion Pump, Syringe (7)	2010
Medex, Inc. Infusion Pump (4)	2010h
Ferno, Model 35A, Stretcher (1)	
Stryker, MXPro, Stretcher (3)	
Care Seat (1)	
Oxygen Regulator (3)	
Medical Air Regulator (3)	
Clip Deck (4) One clip deck is a spare	
Sleds (4)	
Oxygen/Medical Air Tank Racks (3)	
Fetal Monitor, paper and belts	