

CONTRACT FOR WELLNESS SCREENING SERVICES
Between
RAPID CITY REGIONAL HOSPITAL, INC. and City of Rapid City

Parties

The Parties to this Contract for Wellness Screening Services (the “Agreement”) are Rapid City Regional Hospital, Inc., a South Dakota non-profit corporation with an address of 353 E. Fairmont Boulevard, Rapid City SD 57701 (“Hospital”) and City of Rapid City, with an address of 300 Sixth Street, Rapid City SD 57701 (“Client”) (Hospital and Client each a “Party”, and together the “Parties.”)

Purpose

Hospital owns and operates a Cardiac Services Department that performs wellness screenings for individuals. Client desires to provide wellness screenings for its employees, and desires to retain the services of Hospital to provide those screenings. The purpose of this Agreement is to set forth the terms and conditions under which Hospital will provide wellness screening services for Client.

Term & Termination

This Agreement shall become effective on January 1, 2009 and shall remain in effect for a term of one (1) year. Either party may terminate this agreement by providing the other party with at least thirty (30) days’ written notice.

Hospital Services

For and in consideration of the compensation to be paid by Client as set forth in this Agreement, Hospital agrees to perform the following services for Client.

Hospital will provide wellness screenings of Client employees on dates and at locations to be agreed between the Parties. Initial wellness screenings involve/address the following:

- ❖ Total cholesterol, HDL, LDL, triglycerides, TC/HDL ratio
- ❖ Height, weight, body mass index
- ❖ Tobacco use
- ❖ Nutrition
- ❖ Stress
- ❖ Exercise and physical activity
- ❖ Readiness to change
- ❖ Diabetes
- ❖ Blood pressure

If requested by an employee, Hospital also will provide lab work including the following: TSH, Iron, Iron Binding, and PSA.

Each employee will receive an individualized summary of his/her screening results. Client also will receive a comprehensive summary report.

Hospital shall provide all supplies necessary to complete the wellness screenings.

Client is responsible for promoting the wellness screening sessions and scheduling the wellness screening appointments for its individual employees. The estimated amount of time to complete each individual screening is fifteen (15) minutes.

Before participating in the wellness screening, individual employees will be required to sign a release in a form that is at the sole discretion of Hospital. Hospital will provide the results from an individual employee's screening to that employee. After each screening session, Hospital will provide Client with a synopsis of the results for that session.

Compensation

In consideration of the services to be provided by Hospital as described in Section III, Client agrees to pay Hospital at the rate of nineteen dollars and ninety-five cents (\$19.95) for each individual wellness screening. Optional lab work will be billed at the following rates:

TSH: \$5.00

Iron: \$5.00

Iron Binding: \$7.00

PSA: \$10.00

Subsequent to each session, Hospital will provide Client with a bill for its services, and Client shall pay Hospital for its services within thirty (30) days of receipt of that bill.

Relationship

The Parties agree and understand that Hospital is an independent contractor when providing services for Client under this Agreement. Neither Hospital nor its agents or employees providing services under this Agreement are in any way associated with Client other than as an independent contractor. Nothing in this Agreement shall be construed as giving Client control over, or the right to control, the professional judgment or actions of Hospital, or control over, or the right to control, the means by which Hospital accomplishes the services required under this Agreement.

Excluded Party Provision

The non-Regional Health affiliated party (for purposes of this clause, "Contractor") 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. Contractor also 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 Regional Health entity immediately. This Agreement shall be terminated immediately and without penalties if Contractor becomes ineligible under any of these programs.

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. Wherever requirement of performance by either party is imposed without specification as to time, it shall be construed that such performance shall be commenced and completed within a reasonable period of time after notice of the need for performance has been given and received. 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. Any other agreements between the Parties relating to other services or matters are listed in Regional Health's contract database.

* * * * *

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

Rapid City Regional Hospital, Inc.

Client

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____