

## 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 Black Hills Urgent Care, LLC d/b/a Black Hills Occupational Medicine, hereinafter referred to as "BHOM."
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 BHOM, including all non-Department of Transportation (DOT) and DOT required tests.
3. **Fee Schedule.** BHOM agrees to provide occupational medicine services on an "as needed" basis as set forth in exhibit(s).
  - A. **Substance Abuse Screening Program.** Exhibit A may be revised, separately and apart from this Agreement at any time upon mutual agreement of the parties.
4. **Protocol for Annual Evaluation of Vendor Compliance.** BHOM 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.** BHOM 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. **Period of Contract.** This Agreement shall become effective on the 1<sup>st</sup> day of January, 2013, and shall remain in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year periods under the same terms and conditions stated herein, unless either party shall request, in writing, renegotiation of this Agreement. Until such time as a mutually agreed upon revised agreement has been signed by both parties, the terms and conditions of this Agreement shall control. Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon giving the other party at least thirty (30) days prior written notice of intent to terminate this Agreement.
7. **Insurance and Liability.** BHOM 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 Million Dollars (\$3,000,000) aggregate. BHOM 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.
8. **Hold Harmless.** BHOM 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 BHOM or any of its employees, agents, or independent contractors.

9. **Non-Discrimination.** BHOM 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.** BHOM 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.

13. **Merger.** The parties agree that this writing constitutes the entire Agreement between them and that there are no other oral or collateral agreements or understandings of any kind or character except those contained herein. No modification or amendment to this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF RAPID CITY:

BLACK HILLS URGENT CARE, LLC,  
d/b/a BLACK HILLS OCCUPATIONAL  
MEDICINE

By: \_\_\_\_\_  
Mayor: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)

State of South Dakota )  
 ) ss.  
County of Pennington )

ACKNOWLEDGMENT

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

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

(SEAL)

\_\_\_\_\_  
Notary Public, South Dakota  
My commission expires: \_\_\_\_\_

State of South Dakota )  
 ) ss.  
County of Pennington )

ACKNOWLEDGMENT

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged he/she executed the same for the purposes therein contained and that he/she has authority to do so in the name of Black Hills Urgent Care, LLC, d/b/a Black Hills Occupational Medicine.

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

(SEAL)

\_\_\_\_\_  
Notary Public, South Dakota  
My commission expires: \_\_\_\_\_

**Attachment to Exhibit A**  
**Submitted: December 17, 2012**

**Black Hills Occupational Medicine**  
**Fee Schedule submitted to the City of Rapid City for Drug and Alcohol Testing**

Urine Drug Test	Fee includes Medical Review Officer Services, Collection Kits, Chain of Custody Forms, and Airborne supplies. (DOT or Non-DOT-5 Panel)	30.00
Urine Collection at a BHOM/BHUC facility	Collection fees at Black Hills Occupational Medicine or any Black Hills Urgent Care Location	15.00
Breath Alcohol Screen	Test provided at Black Hills Occupational Medicine or any Black Hills Urgent Care Location (DOT or Non-DOT)	30.00
Breath Alcohol Confirmation	Test provided at Black Hills Occupational Medicine or any Black Hills Urgent Care Location (DOT or Non-DOT)	30.00
Urine Collection and Breath Alcohol testing at non- BHOM/BHUC facility	Collection fees are assessed at the prevailing rates of collection sites.	prevailing rate
<b>After Hours Charges for drug screen and breath alcohol testing</b>		
Unscheduled On-Call Fee	Limited to post accident and reasonable suspicion testing. Available when Black Hills Occupational Medicine or Black Hills Urgent Care is not open.	200.00
Scheduled per hour	One hour minimum	50.00/hr
Mileage	No mileage if within City of Rapid City limits. For services provided outside of Rapid City limits, mileage is from the Black Hills Occupational Medicine Clinic.	Current IRS Rate
Staff Travel Time	No travel time if within City of Rapid City limits. For services provided outside of Rapid City limits, travel time is from the Black Hills Occupational Medicine Clinic.	50.00/hr



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
6/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> DENISE D. BARNES HEALTHCARE LIABILITY SOLUTIONS, INC. 840 GESSNER, SUITE 500 HOUSTON, TX 77024 PH: 800-732-9619 FAX: 713-343-6025	<b>CONTACT NAME:</b> DEBBIE HOLSTINE	
	<b>PHONE (A/C, No, Ext):</b> 713-343-6002	<b>FAX (A/C, No):</b> 713-343-6025
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> STEADFAST INSURANCE COMPANY		26397
<b>INSURED</b> MEDICAL FACILITIES HOLDINGS USA, INC. BLACK HILLS URGENT CARE, LLC 741 MOUNTAIN VIEW ROAD RAPID CITY, SD 57702		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

WORK TYPE	TYPE OF INSURANCE	ADDL. CODE	CLASS CODE	POLICY NUMBER	POLICY BPP (BIDDING)	POLICY BPP (NON-BIDDING)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <b>GENL. AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			N/A	N/A	N/A	EACH OCCURRENCE \$N/A DAMAGE TO RENTED PREMISES (Ex. auto/boats) \$N/A MED EXP (Any one person) \$N/A PERSONAL & ADV INJURY \$N/A GENERAL AGGREGATE \$N/A PRODUCTS - COMPOP AGG \$N/A EMPLOYEE BENEFITS \$N/A COMBINED SINGLE LIMIT (Ex. accident) \$N/A BODILY INJURY (Per person) \$N/A BODILY INJURY (Per accident) \$N/A PROPERTY DAMAGE (Per accident) \$N/A
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			N/A	N/A	N/A	EACH OCCURRENCE \$N/A AGGREGATE \$N/A
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE  Dep      RETENTION \$			N/A	N/A	N/A	E.L. EACH ACCIDENT \$N/A E.L. DISEASE - EA EMPLOYEE \$N/A E.L. DISEASE - POLICY LIMIT \$N/A
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under Y/N DESCRIPTION OF OPERATIONS b/w/w		N/A	N/A	N/A	N/A	WC STATUTORY LIMITS      OTHER E.L. EACH ACCIDENT \$N/A E.L. DISEASE - EA EMPLOYEE \$N/A E.L. DISEASE - POLICY LIMIT \$N/A
A	<b>MEDICAL PROFESSIONAL LIABILITY - CLAIMS MADE</b>			HPC6541596-02	07/01/12	07/01/13	\$1,000,000 EACH MEDICAL INCIDENT \$3,000,000 LOCATION AGGREGATE \$12,000,000 POLICY AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 COVERAGE IS ONLY APPLICABLE FOR WORK ON BEHALF OF THE ABOVE NAMED INSURED.  
 COVERED PERSON: MARI DALY, PA-C, MPAS, ANDREA HANSEN, PA, ERIC OTTENBACHER, PA

<b>CERTIFICATE HOLDER</b>  BLACK HILLS URGENT CARE, LLC 741 MOUNTAIN VIEW ROAD RAPID CITY, SD 57702	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# CERTIFICATE OF LIABILITY INSURANCE

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6/26/2012

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<b>PRODUCER</b> DENISE D. BARNES HEALTHCARE LIABILITY SOLUTIONS, INC. 840 GESSNER, SUITE 500 HOUSTON, TX 77024 PH: 800-732-8619 FAX: 713-343-5025	<b>CONTACT NAME:</b> DEBBIE HOLSTINE	
	<b>PHONE (A/C, No, Ext):</b> 713-343-5002	<b>FAX (A/C, No):</b> 713-343-5026
<b>ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
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**INSURED:** MEDICAL FACILITIES HOLDINGS USA, INC.  
 BLACK HILLS URGENT CARE, LLC  
 741 MOUNTAIN VIEW ROAD  
 RAPID CITY, SD 57702

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WRITE LTD	TYPE OF COVERAGE	ADD. BOND	INSUR. TYPE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L APPROPRIATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC			N/A	N/A	N/A	EACH OCCURRENCE \$N/A DAMAGE TO RENTED PREMISES (Ea occurrence) \$N/A MED EXP (Any one person) \$N/A PERSONAL & ADV INJURY \$N/A GENERAL AGGREGATE \$N/A PRODUCTS - COMPOD AGG \$N/A EMPLOYEE BENEFITS \$N/A COMBINED SINGLE LIMIT (Ea accident) \$N/A BODILY INJURY (Per person) \$N/A BODILY INJURY (Per accident) \$N/A PROPERTY DAMAGE (Per accident) \$N/A
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			N/A	N/A	N/A	EACH OCCURRENCE \$N/A AGGREGATE \$N/A
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			N/A	N/A	N/A	EACH OCCURRENCE \$N/A AGGREGATE \$N/A
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN) If yes, describe under W/M DESCRIPTION OF OPERATIONS below		N/A	N/A	N/A	N/A	WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$N/A E.L. DISEASE - EA EMPLOYEE \$N/A E.L. DISEASE - POLICY LIMIT \$N/A
A	<b>MEDICAL PROFESSIONAL LIABILITY - CLAIMS MADE</b>			HPC6541596-02	07/01/12	07/01/13	\$1,000,000 EACH MEDICAL INCIDENT \$3,000,000 LOCATION AGGREGATE \$12,000,000 POLICY AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 COVERAGE IS ONLY APPLICABLE FOR WORK ON BEHALF OF THE ABOVE NAMED INSURED.  
 COVERED PERSON: ROLF NORLIN, M.D., KARI A. LUND, M.D.

<b>CERTIFICATE HOLDER</b>  BLACK HILLS URGENT CARE, LLC 741 MOUNTAIN VIEW ROAD RAPID CITY, SD 57702	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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# CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

## Community Resources Risk Management Division

300 Sixth Street  
605-394-6620

### Protocol for the Annual Evaluation of Vendors' Compliance With DOT Drug & Alcohol Regulations and Standards

Within the first month following the beginning of each new year, and at any other times as may be deemed necessary and appropriate, all vendors providing services to the City of Rapid City under the regulations of the Department of Transportation Drug and Alcohol Program will be required to provide to the City of Rapid City the following:

#### Laboratory Services:

- A signed statement by the appropriate vendor representative certifying that the vendor and its employees are in compliance with, and well versed in the requirements of, the applicable regulations;
- A listing of employees who are certified to perform functions which include, but are not limited to, conducting drug and/or alcohol specimen collection and/or testing, reviewing and certifying test results, providing MRO services and training laboratory employees and that all training documents are on file and available for viewing or copying;
- The name, location and contact representative of the certified NIDA laboratory to which collected specimens are sent for testing;
- Should the City of Rapid City conduct an on-site audit of services, the lab will provide access to applicable staff and appropriate records that may be requested;
- Evidence of calibration of testing equipment (calibration is completed each time a test is performed and the test results tape is attached to the test report filed with the City)

#### Substance Abuse Professional Services:

- A signed statement by the appropriate vendor representative certifying that the vendor and its employees are in compliance with, and well versed in the requirements of, the applicable regulations;



EQUAL OPPORTUNITY EMPLOYER

- **A listing of employees who are certified to perform Substance Abuse Professional services and a copy of each SAP's certification credentials;**
- **Should the City of Rapid City conduct an on-site audit of services, the vendor will provide access to applicable staff and appropriate records that may be requested.**

**Effective 6-13-01**

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**City of Rapid City Drug/Alcohol  
Program Administrator**