

## **PROFESSIONAL SERVICES AGREEMENT**

1. **Parties.** This Agreement is made and entered into between the City of Rapid City and its Rapid City Fire Department, a municipal corporation and political subdivision of the State of South Dakota, hereinafter referred to as "City," and Black Hills Urgent Care, LLC, hereinafter referred to as "BHUC."

2. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions whereby services for a comprehensive occupational medicine program provided by BHUC, using the NFPA 1582/1583 guidelines.

3. **Comprehensive Occupational Medicine Program.** BHUC agrees to provide occupational medicine services on an "as needed" basis as set forth in exhibit(s).

- A. **Services.** Exhibit A may be revised, separately and apart from this Agreement at any time upon mutual agreement of the parties.
- B. **Fee Schedule.** Exhibit B reflects the charges that BHUC will charge to the City for services under this Agreement.
- C. **Price Guarantee.** The charges set forth in 3(B) shall not be modified for a period of five (5) years.

4. **Site.** All services rendered pursuant to this Agreement shall take place either at City or at BHUC, whichever is deemed most appropriate, unless otherwise agreed.

5. **Records.** BHUC agrees, during the term of this Agreement, to keep complete, accurate and proper records of employee history relative to occupational health.

6. **Statements.** BHUC shall submit monthly statements to Company for services rendered. Such statements shall depict the services rendered during the preceding month and the charges associated herewith.

7. **Period of Contract.** This Agreement shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, and shall remain in effect for a period of five (5) years. Thereafter, this Agreement shall automatically renew annually 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.

8. **Insurance and Liability.** BHUC 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. BHUC 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.

9. **Hold Harmless.** BHUC 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 BHUC or any of its employees, agents, or independent contractors.

10. **Non-Discrimination.** BHUC 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.

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.

14. **Reimbursement.** City hereby agrees to reimburse and pay BHUC for the occupational medicine services provided under this Agreement set forth on Exhibit(s) A and B. Said payment is to be made within sixty (60) days after receipt of the statement for services rendered.

15. **Commencement.** Any services provided under this Agreement shall be initiated only at the request of City and in accordance with Exhibit(s) A and B. City shall be solely responsible for all initial screenings to determine if an employee should be referred to BHUC. Any determinations as to whether an employee is to initially receive, or continue to receive, occupational medicine services shall be the sole responsibility of the City. Furthermore, City agrees to hold harmless and indemnify BHUC from any and all damage, liability, claims, costs or expenses (including attorney's fees) that may result from City's failure to refer an employee for occupational medicine services.

16. **Access to Records.** City shall allow BHUC access to records of selected employees, as necessary, to carry out the occupational medicine services required pursuant to this Agreement.

17. **Workers' Compensation.** For purposes of this Agreement, City and BHUC agree that any employee, agent, principal or representative of either party is not an agent or employee of the other party and is not eligible for workers' compensation coverage carried by the other party while such employee, agent, principal or representative is on the premises of the other party or involved in any procedure or provision of services pursuant to this Agreement. Each party agrees to provide workers' compensation coverage for its own employees, if required by law.

E. **Confidentiality.** The parties agree to maintain the confidentiality of any personal, medical or other information relative to the patients, residents, visitors, personnel or business of the other party.

K. **Joint Preparation.** This Agreement shall be deemed to have been prepared jointly by the parties hereto and any uncertainty or ambiguity shall not be interpreted more strongly against either of the parties.

L. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes any prior agreement or understanding between them, and it may not be modified or amended except by a writing executed by both parties.

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

RAPID CITY FIRE DEPARTMENT:

BLACK HILLS URGENT CARE, LLC,

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

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

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

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: March 22, 2013

Black Hills Urgent Care  
**Occupational Medicine Program NFPA 1582/1583**

**OVERVIEW**

The Rapid City Fire Department (RCFD) has requested a proposal that will provide solutions to streamline and improve the implementation and outcomes of its occupational medicine program for its incumbents and candidates.

**PARTNERSHIP OBJECTIVES**

RCFD has expressed a desire to positively impact the following:

- Communication between the RCFD and their Fire Department Physician
- Physician and medical support staff understanding of NFPA 1582/1583 standards
- Applicable understanding of essential job tasks
- Programs and interventions designed to positively impact the fire fighter's health and safety
- Timely access to occupational and environmental medicine expertise
- Organization and tracking of immunization status and surveillance activities
- Consolidation of services

**SERVICES**

Using the NFPA 1582/1583 Standard, RCFD and Black Hills Urgent Care (BHUC) will partner to provide a comprehensive occupational medicine program for the purpose of reducing the risk of occupational morbidity and mortality and improving the general health and safety of fire fighters. BHUC proposes that it assist the RCFD by providing services of:

- Fire Department Physician – The role of Fire Department Physician as outlined in NFPA 1582 to be provided by Wayne Anderson, MD, Board Certified Occupational Medicine. Additional providers available to assist in direct patient care: Mark Harlow, MD, Orthopedic Surgeon, Lynette Siewert, MMS, PA-C, and other BHUC providers as needed.
- Health and Fitness Coordination – BHUC staff will work with the RCFD designated person to assist in the coordination and provision of health and fitness programs.
- Health and Safety Committee – BHUC shall provide a designated medical professional to serve as a member of the RCFD Health and Safety Committee
- Personal Wellness Profiles (PWP), Health Coaching, and Education – BHUC shall provide an electronic health risk assessment (PWP) for RCFD members to be used in conjunction with both the annual medical evaluation and annual fitness testing for the purpose of providing each fire

fighter with personal information, motivation, and the setting of goals to improve and/or maintain health and safety.

- On-Site Services and Consults – BHUC will make available the necessary medical staff members to provide on-site services as requested by RCFD for the purpose of reducing risk, assisting in the development of programs and procedures, and provision of services.
- Annual Medical Evaluation and determination of member’s medical certification, and the reporting of such results to the RCFD designee and the RCFD member. If follow up care is needed with member’s primary care physician (PCP), BHUC shall facilitate medical follow up with that PCP.
- Provision of medical evaluation and treatment following a member’s occupational exposure, illness, injury or prolonged absence from the job.
- Review of results of the annual fitness evaluations and provision of prescriptive fitness program when indicated.
- Immunity status and surveillance activities – BHUC will assist RCFD in determining and insuring immunity status, will supervise the infection control program and will monitor and provide health surveillance activities as requested.

**Attachment to Exhibit B**  
Submitted: March 22, 2013

**Black Hills Urgent Care**  
**Fee Schedule**

BHUC extends to the RCFD a five year pricing agreement for the below services. Fee schedule items are derived from the NFPA 1582 medical evaluation requirements.

<b>SERVICE</b>	<b>FEE</b>
Fire Fighter Physical to include complete medical and occupational history, vitals, physical exam and vision screen <ul style="list-style-type: none"> <li>• BHUC will match existing vendor pricing for its physical through December 31, 2013 at \$70.</li> <li>• Effective January 1, 2014, the Firefighter Physical price will increase to \$125.</li> </ul>	125.00
<b>Annual Blood Tests</b>	
CBC with diff/RBC indices and morphology, and platelet count	20.00
Electrolytes	25.00
Renal Function (BUN and creatinine)	30.00
Glucose	10.00
Liver Function Tests (ALT,AST, direct and indirect bilirubin, alkaline phosphatase)	30.00
Total Cholesterol, HDL, LDL, lipid ratios, and triglycerides	20.00
PSA testing for men beginning at that age of 50	25.00
<b>Annual Urine Tests</b>	
Dipstick Urinalysis for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin	12.00
Microscopic analysis for RBC, WBC, casts, and crystals, if indicated.	27.00
<b>Ancillary Tests</b>	
Audiology	25.00
Spirometry and comparison with baseline and subsequent test results	60.00
Chest X-ray – baseline and then every 5 years or as medically indicated	105.00
ECG – baseline and performed annually	94.00
Stress Test without imaging based on clinical history or symptoms	300.00
Fecal occult blood testing annually for members age 40 and over, earlier if indicated	40.00
Tuberculin Skin Test - annually	20.00
Hepatitis C virus screen – baseline and following occupational exposures	70.00
Hepatitis B virus vaccination – per CDC guidelines (series of 3 immunizations)	70.00
Hepatitis A/B Vaccine	101.00
Mammography (Recommended annually for members over 40. For optimal comparative screenings, mammograms should be conducted with a consistent provider. Recommend using the member’s usual provider.)	Referral to Mammography Services.
Hepatitis B surface antibody titer	70.00
TDap – booster every 10 years	76.00

MMR Vaccination – one dose of MMR to members born after 1957 without prior immunization or evidence of immunity	75.00
Hepatitis A Vaccine	65.00
Varicella Vaccine	90.00
Influenza Vaccine	22.00
Blood Draw	13.00
Injections	23.00
<b>Additional Programming</b>	
On-Site Consultations/Education/Health Coaching (non-physician)	20.00/15 minutes
On-Site Consultation – Physician	175.00/hour
Health Risk Assessment – Personal Wellness Profile	15.00