

## AGREEMENT FOR MEDICAL SERVICES

THIS AGREEMENT is entered into by and between GRAND ISLAND EMERGENCY MEDICAL SERVICES, a division of the City of Grand Island, Nebraska, hereinafter referred to as the CLIENT, and TWIN RIVERS URGENT CARE, LLC, a medical clinic with offices located in Grand Island, Nebraska, hereinafter referred to as the CONSULTANT.

### ARTICLE I – SCOPE OF WORK

The CONSULTANT shall provide current licensed providers, nurses, and certified medical assistants/technicians to perform the medical services identified in, but not limited to, the list found in ARTICLE III of this Agreement. The services may be provided at the CONSULTANT'S facility, or other mutually agreed upon locations.

The CONSULTANT shall obtain CLIENT written approval prior to performing any additional or out-of-scope work. These additional services shall be reflected in an Amendment to this Agreement.

### ARTICLE II – SCHEDULE

The services described herein shall begin on approximately April 7, 2015, and shall be completed by approximately December 31, 2015.

The specific schedule for the services required shall be determined by the CLIENT and shall be mutually agreed upon by the Parties. The CLIENT has provided the CONSULTANT, a list of the CLIENT employees requiring services.

In the event it appear the CONSULTANT will be unable to meet and/or support the above schedule or any portion thereof, the CONSULTANT shall promptly notify the CLIENT of such in writing and the CLIENT shall take appropriate action as necessary.

### ARTICLE III – COMPENSATION, INVOICING, AND TERMS OF PAYMENT

#### A. Compensation

The total estimated cost of this Agreement is \$ 908.50, based on the following rates:

<u>TYPE OF MEDICAL SERVICE</u>	<u>COST EACH</u>
25 Hepatitis B Titer tests	\$ 11.50
27 Hepatitis C tests as a baseline	\$ 23.00

The CONSULTANT shall be compensated only for the actual medical procedures performed at the direction of the CLIENT.

All rates specified herein shall remain in effect for the duration of this Agreement unless a price adjustment is mutually agreed upon by both parties.

#### B. Invoicing

The CONSULTANT shall invoice the CLIENT monthly, for tests completed during the month. Invoices shall clearly reference the employee name and test administered. All invoices shall be sent to:

Russ Blackburn  
Division Chief of Emergency Medical Services  
Grand Island Fire Department  
100 East First St  
Grand Island, NE 68801

C. Terms of Payment

Monthly invoices received by the CLIENT in accordance with paragraph B above shall be paid no later than thirty (30) calendar days after receipt.

In the event the CLIENT takes exception to any invoiced item(s), the CLIENT may withhold payment of said item(s). In such a case, the CLIENT shall promptly notify the CONSULTANT explaining the item(s) questioned, the reason for the exception, and what information or documentation the CLIENT requires before payment will be made.

ARTICLE IV – TERMINATION

The CLIENT shall have the right to terminate, with or without cause, all or any portion of the services performed by the CONSULTANT and to cancel this Agreement with thirty (30) days written notice to the CONSULTANT.

In the event of termination by the CLIENT without cause (for the convenience of the CLIENT), the CONSULTANT shall be compensated by the CLIENT, in accordance with the terms of this Agreement, for all work completed prior to termination but for which compensation has not been made; all work done in accordance with the CLIENT's termination instructions; and any reasonable costs and expenses directly and reasonably incurred by the CONSULTANT in preparation for the administration of these tests, including any cost for supplies ordered to conduct the specified tests.

ARTICLE V – DATA AND DOCUMENTS

The CLIENT shall own and have complete and unrestricted right henceforth and forever in the conduct of its operations to use all original data, reports, studies, and all other original documents, whether in hard copy or magnetic media form, which the CONSULTANT prepares pursuant to this Agreement. The CONSULTANT shall have the right to retain copies of such documents for the CONSULTANT'S records and use, but in no event shall disclosure of these materials be made to any third party without the prior written approval of the CLIENT.

ARTICLE VI – CLIENT INFORMATION

All CLIENT information made available to the CONSULTANT by the CLIENT shall be used by the CONSULTANT only to assist the CONSULTANT in performing services under this Agreement. CLIENT information shall include data, documents, records, or other information furnished hereunder.

ARTICLE VII – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The CONSULTANT must comply with provisions of the Privacy Rules of the Health Insurance Portability and Accountability Act (HIPAA) applicable to services that are to be provided under this Agreement.

The CONSULTANT agrees to implement all necessary safeguards to prevent the use or disclosure of the Protected Health Information (PHI) that is acquired or disclosed as part of the services it provides under this Agreement that would constitute a violation of Privacy Rules requirements and to mitigate, to the extent practical, any potential business pattern, practiced, or effects that would violate Privacy Rule requirements should that be identified.

ARTICLE VIII – ENTIRE AGREEMENT

The terms and conditions contained in this Agreement shall exclusively govern all dealings between the CLIENT and the CONSULTANT with regard to the work scope describe herein. Any additional or different terms contained in any other document or communication shall be of no effect and not binding upon the CLIENT or the CONSULTANT unless reduced to writing and incorporated herein by amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above mentioned.

TWIN RIVERS URGENT CARE, LLC

GRAND ISLAND EMERGENCY MEDICAL SERVICES

By: [Signature] 4-7-15  
Date

By: [Signature] 4/14/2015  
Date

Title: MD / CEO

Title: Mayor  
Joey R. Jonkof  
Asst. City Attorney  
4/9/15