

PHYSICAL EXAMINATION SERVICES AGREEMENT

THIS PHYSICAL SERVICE AGREEMENT (the "Agreement") is entered into between Saint Francis Hospital South, LLC, an Oklahoma limited liability company, ("Saint Francis South"), and The City of Broken Arrow, an Oklahoma Municipal Corporation organized under the laws of Oklahoma ("City"), acting by and through Broken Arrow Fire Department ("Department"), on May 28, 2026 (the "Effective Date"). City and Saint Francis South are sometimes referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE AND SCOPE OF SERVICES

1.1. Saint Francis South shall provide the following components as part of each physical examination:

1.1.1. Physical examination by a licensed physician;

1.1.2. Laboratory tests, including:

- Chem 14 Panel
- Lipid Group
- Complete Blood Count (CBC)
- Urinalysis (UA Routine)
- Prostate-Specific Antigen (PSA) test for employees age 50 and older;
- Chest X-Ray (two views); and

1.1.3. Treadmill stress test for cardiac function.

1.1.4. These examinations shall be conducted biennially (once every two years) for each participating employee designated by the Department in accordance with City policies.

2. FEES AND PAYMENT

2.1. The total cost per examination per employee shall be Seven Hundred Eighty-Three Dollars and Forty-Nine Cents (\$783.49). An additional fee of Forty-One Dollars (\$41.00) shall apply for each employee requiring Prostate-specific Antigen testing. Examination fees are subject to an annual increase of three percent (3%), provided there are no changes to the scope of services described in Section 1. Saint Francis South shall invoice the City as needed, and the City agrees to remit payment within thirty (30) days of receipt of invoice.

2.2. City's obligations under this Agreement are contingent upon the annual appropriation of sufficient funds by the Broken Arrow City Council. If, for any fiscal year during the term of this Agreement, the City Council fails to appropriate sufficient funds to meet City's payment obligations hereunder, City may terminate this Agreement, in whole or in part, effective at the end of the then-current fiscal year, or such earlier date as may be required by law, upon written notice to Saint Francis South. In such event, City shall have no further obligation or liability hereunder beyond payment for services properly performed and invoiced prior to the effective date of termination, and no early termination fees or penalties shall apply.

3. TERM AND TERMINATION

3.1. This Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days' written notice, without penalty or early termination fee. Services performed prior to termination shall remain payable in accordance with Section 2.

3.2 Either party may terminate this Agreement for cause upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice describing the breach.

4. RELATIONSHIP OF THE PARTIES

4.1. The parties acknowledge that Saint Francis South is providing medical examination services as an independent contractor and not as an employee or agent of the City. Nothing in this Agreement shall be construed to create an employment relationship, partnership, or joint venture between the parties. Each party remains solely responsible for its own employees, agents, and contractors. Nothing in this Agreement shall be construed as a waiver of any governmental or sovereign immunity, limitation of liability, or other protection afforded to City under applicable law, including the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq.

5. RESPONSIBILITIES OF THE PARTIES

5.1. Saint Francis South shall perform the examinations and related testing described in Section 1 using qualified medical professionals and in accordance with applicable standards of care.

5.2. The Department shall provide timely lists of employees to be examined and coordinate with its employees to scheduled and attend appointments, and pay invoices in accordance with Section 2.

5.3. Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents to the extent permitted by applicable law. Nothing in this Agreement shall be construed to require City to indemnify, defend, or hold harmless Saint Francis South or any other person, or to assume any liability for the acts or omissions of Saint Francis South or its officers, employees, agents, or contractors.

5.4. Saint Francis South shall maintain the confidentiality of all medical records and information in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all other applicable federal and state laws governing the privacy and security of health information. Saint Francis South shall implement and maintain appropriate administrative, physical, and technical safeguards to protect such information against unauthorized access, use, or disclosure. Saint Francis South shall notify City without unreasonable delay, and in no event later than ten (10) business days after discovery, of any breach of unsecured protected health information or other security incident relating to the services provided under this Agreement that materially affects City or its employees, and shall cooperate with City in meeting any applicable legal obligations arising from such breach or incident.

5.5. Saint Francis South shall provide the department with examination results and fitness-for-duty determinations as permitted by law and authorized by individual firefighters.

5.6. Both parties shall comply with all applicable federal, state, and local laws, rules, and regulations in the performance of their obligations under this agreement.

5.7 To the fullest extent permitted by law, Saint Francis South shall indemnify and hold harmless City, its officers, employees, and agents from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent acts or omissions or willful misconduct of Saint Francis South or its officers, employees, agents, or contractors in the performance of this Agreement. This Section 5.7 shall not be construed to require Saint Francis South to indemnify City for City's own negligence or willful misconduct or that of its officers, employees, or agents.

5.8 During the term of this Agreement, Saint Francis South shall maintain, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below, written by insurers authorized to do business in the State of Oklahoma with an A.M. Best rating of not less than A- VII:

- (a) Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (b) Automobile Liability insurance covering owned, hired, and non-owned vehicles with a combined single limit of not less than \$1,000,000 per accident;
- (c) Workers' Compensation insurance as required by Oklahoma law and Employer's Liability insurance with limits of not less than \$1,000,000 per accident/disease;
- (d) Professional Liability/Medical Malpractice insurance with limits of not less than \$1,000,000 per claim and \$3,000,000 aggregate; and
- (e) Umbrella/Excess Liability insurance in an amount of not less than \$2,000,000 per occurrence.

City, and any public trust or authority through which City conducts business, shall be named as additional insureds on the policies required under subsections (a), (b), and (e) with respect to liability arising out of the performance of this Agreement, on a primary and non-contributory basis. Such policies shall include a waiver of subrogation in favor of City where commercially available. Saint Francis South shall provide certificates of insurance and additional insured endorsements, evidencing the required coverage prior to the commencement of services and upon City's reasonable request thereafter.

5.9 City is subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1 et seq., and nothing in this Agreement shall be construed to prevent City from complying with its obligations thereunder. As between the parties: (a) Saint Francis South shall retain ownership of and responsibility for all medical records it creates or maintains as a health care provider, and (b) City shall own any reports, summaries, and fitness-for-duty determinations provided to City under this Agreement. Saint Francis South shall cooperate reasonably with City in responding to any lawful public records request, subpoena, court

order, or other legal process relating to this Agreement, consistent with applicable privacy laws, including HIPAA.

5.10 Saint Francis South shall not assign this Agreement or subcontract any material portion of the services without the prior written consent of City. Any attempted assignment or subcontract without such consent shall be void and of no effect. City may assign its rights and obligations under this Agreement to any public trust, successor municipal entity, or other governmental entity that assumes responsibility for the Department's functions, upon written notice to Saint Francis South.

5.11 All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed to the parties at their respective addresses set forth below their signatures, or to such other address as a party may designate by notice in accordance with this Section.

6. ENTIRE AGREEMENT

6.1. This Agreement constitutes the entire understanding between the parties and supersedes all prior oral or written agreements regarding the subject matter herein. Any amendment or modification must be made in writing and signed by both parties.

6.2 This Agreement is for the sole benefit of City and Saint Francis South and their respective permitted successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever.

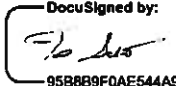
7. GOVERNING LAW

7.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law principles. Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located in Tulsa County, Tulsa, Oklahoma and the parties hereby consent to the jurisdiction and venue of such courts. The parties agree that disputes under this Agreement shall be resolved through litigation in such courts and that no arbitration is required.

8. SIGNATURES

8.1. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

Saint Francis Hospital South, LLC

By: 
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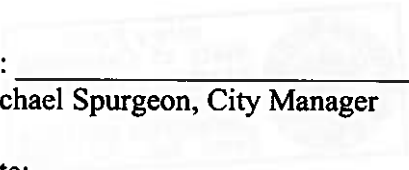
Title: SVP, President-Saint Francis Hospital South, LLC

Date: 6/16/2026

Attest: 

Name, Position Michael J. Lissau, Secretary

CITY OF BROKEN ARROW:

By: 
Michael Spurgeon, City Manager

Date: _____

Attest:

City Clerk

Approved as to Form:

D. Graham Parker *D. Graham Parker*
Assistant City Attorney

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

SVP, President This instrument was acknowledged before me on this 16 day of June, 2026, by ~~XXXXXX~~ ^{Todd Schuster,} ~~XXXXXX~~ of Saint Francis Hospital South, LLC, an Oklahoma limited liability company, on behalf of said limited liability company.


Notary Public

My Commission Expires: 12-27-2026

Commission Number: 02018298

