



Wellness Services Agreement for Sumter County Board of County Commissioners ('Host')

This Agreement ("Agreement") is made this 1st day of May, 2023 ("Effective Date") between Sumter County Board of County Commissioners ("Host"), whose address is 7375 Powell Rd, Wildwood, FL 34785, NDS Wellness, LLC, a Michigan Limited Liability Company, and National Diagnostic Services, Inc., (collectively referred to as "NDS") whose address is 28700 Cabot Dr., Suite 500, Novi, MI 48377.

SERVICES TO BE PROVIDED BY NDS:

1. Annual Wellness and Occupational Health Services. NDS, when applicable will provide a self-contained, mobile unit (the HeartMobile™) to specified Host locations on pre-arranged dates to conduct the screening tests and services identified in Schedule 1. Individual results will be sent directly to the homes of participants; HIPAA compliant Aggregate Reports will be provided to Host, if applicable. Participant approval is required to forward results to managing physician. Services that are the practice of medicine will be provided by applicably licensed professionals employed and/or engaged by NDS. In the event that a participant desires to obtain professional items and services from a provider, the same shall be arranged through separate arrangements directly between the provider and the participant. All services shall be provided subject to the terms and conditions set forth in the Terms and Conditions attached to this Agreement.
2. Promotion. NDS will support the success of Host's wellness program by designing and supplying announcements, invitations, letters, signs, brochures and posters in both electronic and hard copy form. These will be customized to detail the coordination of any existing Wellness efforts and Benefit Plans of Host organization.
3. Registration. Advance registration ensures prompt, timely administration of the screenings, minimizing the disruption of the employee's time. NDS will publish a toll free number for employees, and coordinate any other required registration requirements with Host. Online appointment request portal is available.
4. Hold Harmless. NDS and/or the professional entity with which it contracts to provide the services of licensed professionals assumes all liability for all services conducted and the accuracy and privacy of individual results. As between NDS and Host, NDS shall indemnify and hold Host harmless from any liability arising from the services provided pursuant to this Agreement.

5. Confidentiality. NDS agrees to hold all screening information and/or Host benefits information confidential and will not sell or disclose any Individually Identifiable Health Information to any 3rd party.
6. Education sessions. Educational “lunch and learn” type of information sessions will be provided at no cost for any group of 10 or more registered participants.
7. Minimum Participants. NDS maintains the right to cancel or reschedule any Wellness Service that does not meet a pre-registration requirement (as mutually agreed) within 5 business days in advance. Each date of service requires a minimum of 15 participants per day. Service days not meeting 15 patient minimums will be charged a rate of \$350/pt to meet the difference. Ex: Date of service performs 10 patients. A minimum fee of \$1,750.00 will be assessed.
8. Payment for services. Specific professional, delivery, and educational services, including, but not limited to, annual wellness visits, NFPA 1582 physicals with physicians provided at the request of participants shall be billed and collected through Host or Host’s third party administrator of self-insured health plan. NDS has arranged for its contracted professional entity and its providers to provide services according to the fee schedule set forth on Schedule 1 if desired and selected to do so by Host’s health and wellness plan beneficiaries. Host acknowledges and agrees that such charges are not subject to third party payer or plan audit and/or repayment demand and that Host shall indemnify, defend, and hold NDS and its professional entity contractors harmless from and against any and all claims or demands for repayment by Host’s third party administrator.
9. Term. The term of this contract is for two years with an opportunity for a one-year extension.
10. Remittance of Fees. Remittance of the fees will be made to NDS at the following address, within 30 days of Invoice:
National Diagnostic Services, Inc
28700 Cabot Drive
Suite 500
Novi, MI 48377
Fees for the services of licensed physicians, physician assistants, and advanced practice nurses shall be made directly to the contracted professional entity.

RESPONSIBILITIES OF HOST

1. Executive Sponsorship. Host shall identify key managers or executives who shall assist through the sponsorship and endorsement of any health and wellness promotion.
2. Communication. Host will grant NDS access to normal communication channels with employees/members; including home mail, e-mail, payroll stuffers, newsletters, public postings or any method of employee communication normally utilized. All promotional

materials will be approved by Host in a timely manner.

3. Benefits Information. Host shall provide specific details of wellness efforts or other benefits as appropriate to NDS for inclusion in education or promotion efforts.
4. Confidentiality. Host will not disclose the terms or pricing of the NDS screening event with any 3rd party.

NDS shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.

IF NDS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.

ACCEPTANCE:

HOST: Sumter County Board of County Commissioners

Signature: _____ Title: _____
Print Name: _____ Date: _____

NDS:

Signature: _____ Title: _____
Print Name: _____ Date: _____

NDS - TERMS AND CONDITIONS

1. Representations and Warranties. NDS warrants that it has the necessary resources, including technology, equipment, software, programs and trained personnel to properly perform the screening services described herein consistent with standard practices; that it will perform the screening services described herein in a professional manner; that it is a duly formed organization in good standing under the laws of the state in which the screening will occur; that it maintains professional and general liability insurance coverage in a sufficient amount for coverage against risks reasonably anticipated in providing the screening services; that it has the authority to enter into and perform obligations set forth in this Agreement; and that this Agreement does not violate any law or regulation to which NDS is subject.
2. ERISA Disclaimer. The parties acknowledge and agree that NDS will provide population health management services to Host under this Agreement. In providing such service, the parties agree that NDS will not exercise any discretionary authority over the management or disposition of assets of any welfare benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA")). NDS's duties will be limited to providing certain contractually agreed upon services as herein set forth. Therefore, the parties agree that NDS is not a fiduciary (as such term is defined by ERISA Section 3(21)) with regard to Host's health benefits plan or any health and welfare benefit plan.
3. NDS Indemnification. As between NDS and Host, NDS agrees that it will hold harmless and indemnify the Host for any third party claims arising out of any negligent act or omission or intentional misconduct by NDS and/or its contracted provider(s) in the performance of screening services under this Agreement. NDS shall be obligated to hold harmless and indemnify the Host in connection with such claim only if, and to the extent, a judicial determination is made of NDS's negligence or intentional misconduct.
4. Promotion Support. To the extent that NDS provides the Host with any electronic or printed materials (the "Promotion Materials"), it provides these materials subject to a limited license to the Host to use the Promotion Materials for the Host's own use. NDS may revoke this license at its discretion at any time. The license shall expire upon completion of the wellness event or the agreement between Host and NDS. The Host may not copy or distribute the Promotion Materials in any manner except as may be agreed to in advance by NDS.
5. Excuse of Performance. NDS shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations or orders of any governmental body (whether now existing or hereafter created). In such event, NDS shall use best efforts to provide reasonably alternative services.
6. Independent Contractor. NDS's relationship with the Host pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate NDS as an employee, agent or partner of or a joint venture with Host.
7. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns legal representatives and heirs of the parties hereto; *provided, however,* that the Host may not assign its rights or delegate its obligations under this Agreement without the prior written consent of NDS, which consent shall not be unreasonably withheld.

NDS - TERMS AND CONDITIONS CON'T

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of laws or rules of any jurisdiction.
9. Notices. All required notices or those which the parties may desire to give under this Agreement shall be in writing and communicated in advance.
10. Originals. A copy or facsimile of this Agreement shall be as effective as an original.

SCHEDULE 1

APPOINTMENT PROCEDURES & PRICING

Services	Cost
Physical Exam & Mental Health Screening	\$165.00
Fitness Agility Program NFPA 1582 o Fitness and agility evaluation o Body composition analysis o Stretching/Flexibility/Endurance Analysis o Nutritional and Diet Recommendation o Personal Fitness Recommendations	\$60.00*
Pulmonary Function Test (PFT)	\$50.00*
Hearing Exam	\$20.00*
Chem 40 Blood Panel: Lipids, Electrolytes, CBC, CMP	\$85.00
PSA	\$20.00
Treadmill Stress Test	\$180.00
Ultrasound Cardiac & Cancer Screening	\$300.00
Fecal Occult	\$45.00*
MMR - Rubella Immunization	\$105.00**
Vision Analysis	\$10.00*
Urine Analysis	\$15.00*
Cholinestrase and Heavy Metals (Hazmat)	140.00
Quantiferon TB Blood Test (only with a positive hx)	\$70.00
Hepatitis B Titer	\$38.00
Hepatitis C Antibody Test	\$40.00*
PPD	\$20.00
Chest X-Ray	\$45.00
Lumbar X-Ray	\$45.00
HIV	\$25.00
Drug Test	\$40.00
MRO	\$50.00
Mask Fit	\$35.00

**Included with participation in Physical Exam, Stress Test, and Ultrasound Cardiac and Cancer Screening*

***Charge applies for preorders set by Host*

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|---|--|
| (1) Appointment Details | TBD |
| (2) Onsite Educational Workshops or presentations | Included |
| (3) High Risk Phone Call Follow Up | \$60.00 per identified member |
| (4) Travel and lodging pass through expense: | <i>Applicable when travel team
deployed for event.</i> |

Bill To:

Sumter County Board of County
Commissioners
7375 Powell Rd,
Wildwood, FL 34785

Host Initial:

NDS Initial:
