



## Cancer Screening Services Agreement Hopewell Fire District

This Agreement (“**Agreement**”) is made April 23rd, 2025 (“**Effective Date**”) between the Hopewell Fire District whose address is 201 Washington Crossing-Pennington Rd. Titusville NJ 08560 (**Host**) and NDS Radiology Inc. (referred to as “**NDS**”), whose address is 28700 Cabot Dr, Suite 500, Novi, MI, 48377.

### **SERVICES TO BE PROVIDED BY NDS:**

- 1) Cancer Screening. NDS will 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 records release approval is required to forward results to participants designated 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 screening 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 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 3<sup>rd</sup> party.
- 6) Education sessions. This section intentionally left blank.
- 7) Minimum Participants. This section intentionally left blank.
- 8) Payment for services. Specific professional, delivery, and educational services, including, but not limited to, annual wellness visits with physicians provided at the request of participants shall be billed and collected through Host or Hosts TPA and Benefit 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. Following remittance of payment for services detailed in Schedule 1, the Host is reimbursed at 100% for the described fees through the State of New Jersey Department of Treasury's Division of Administration for employed Fire Fighters; applicable to participants not receiving benefits through State Health Benefit Plan (Horizon). All services for members participating in State Health Benefit Plan (Horizon) will be adjudicated through Horizon as an In-Network benefit.
- 9) Remittance of Fees. Remittance of the fees will be made to NDS at the following address:

National Diagnostic Services, Inc and NDS Wellness, LLC  
28700 Cabot Dr. Suite 500  
Novi, MI 48377

- 10) Charges:

- a) Fees for services, Host shall pay NDS as outlined on Schedule 1. Pricing shall be firm throughout the term of this Agreement and any extensions thereof.
- b) Payment of Fees. All fees will be billed by NDS thirty (30) days post event and are due within thirty (30) days of receipt. NDS will accept payment from Host in the following forms: cash, check, credit card, and electronic funds transfer. In addition to the above sums, if any payment is not made by the due date a penalty in an amount of equal to one and a half (1.5%) of the payment due for each month after the due date.

## **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 3<sup>rd</sup> party.

### ACCEPTANCE:

HOST: Hopewell Township Fire District No. 1

Signature:  Title: Secretary  
Print Name: Christopher Jones Date: 04/24/25

NDS:

Signature:  Title: Director of Health Services  
Print Name: Heidi Enders Date: 4/28/25

## 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.
- 8) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey 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**

### **HEALTH FAIR DETAILS**

#### **ACCOUNT**

Account Name - Hopewell Township Fire District No. 1

#### **DETAILS**

Estimated Employee Participation	TBD
Date of Event(s):	—
Event(s) Duration:	—
Event(s) Location:	TBD

### **APPOINTMENT PROCEDURES & PRICING**

#### **Non-State Health Benefits Participants**

1. Physical Exam, Skin and Oral Cancer Screening:	\$275.00
2. Comprehensive Blood Panel (CBC, CMP, Lipids):	\$125.00
3. PSA and TSH Blood Analysis:	\$75.00
4. Urine Bladder Cancer Screen:	\$15.00
5. Fecal Occult Colon Cancer Screen:	\$25.00
6. CT Low Dose Lung Cancer Screen:	\$250.00
7. Ultrasound Cancer Screening: a. Thyroid, Liver, Kidney, Testicular/Pelvic	\$400.00
8. 2 <sup>nd</sup> Provider Result Review; TeleHealth: a. Blood analysis and Radiology review	\$80.00

#### **State Health Benefits Participants**

1. Physical Exam, Skin and Oral Cancer Screening:	Horizon In-Network
2. Comprehensive Blood Panel (CBC, CMP, Lipids):	Horizon In-Network
3. PSA and TSH Blood Analysis:	Horizon In-Network
4. Urine Bladder Cancer Screen:	Horizon In-Network
5. Fecal Occult Colon Cancer Screen:	Horizon In-Network
6. CT Low Dose Lung Cancer Screen:	Horizon In-Network
7. Ultrasound Cancer Screening:	Horizon In-Network
8. Thyroid, Liver, Kidney, Testicular/Pelvic	Horizon In-Network

9. 2<sup>nd</sup> Provider Result Review; TeleHealth:  
b. Blood analysis and Radiology review

Horizon In-Network

**Bill To:** Hopewell Fire District

**Host Initial:** JM

**NDS Initial:** HC