

**SERVICES AGREEMENT BETWEEN NATIONAL DIAGNOSTIC
SERVICES AND THE TOWNSHIP OF WEST ORANGE**

This service agreement is between the Township of West Orange (“Township”) and National Diagnostic Services (“NDS”) 28700 Cabot Drive, Suite 500, Novi, MI 48377, Attention: Michael Ketslakh, President.

SECTION ONE: SCOPE OF SERVICES

For the 2024 calendar year, NDS hereby agrees to serve as a consultant for cancer screening services to the West Orange Fire Department. The scope of services provided by NDS is as follows:

2 Phases

a. **Phase 1** - On site or in office visit

Physical & Blood draw- Provider review of complete health history, Oral Cancer Screening & Full Skin Cancer Screening.

Cancer Screening Ultrasound

- i. *Script provided for Low Dose Lung CT Screening & appt scheduled at an offsite location convenient to member*
- ii. *Telehealth appt 1 week out from onsite or in office visit appt*

Testing should include, at a minimum, testing and screenings for the following types of cancer in accordance with N.J.S.A. 52:14-17.29ii(a)(1)-(11):

1. Colon
2. Lung
3. Bladder
4. Oral
5. Thyroid
6. Skin
7. Blood
8. Breast
9. Cervical
10. Testicular
11. Prostate

Phase 2 - 20-minute telehealth results review-Provider consults on patient results (Ultrasound & comprehensive Blood Work review). 11 members completed the CT screening and results are ready the consult will include those as well.

- i. All members have access to their complete medical record & results in a medical system provided by you. Vendor to provide login instructions for accessing those results to ease follow up.
- ii. Provider follow up ensures all members understand their results and if any follow up is required they are directed appropriately to their primary care provider.

Additional Services to be included:

a. provides all marketing & scheduling materials.

- i. Registration information- Demographics of members (for lab requisitions), eligibility (active members only and have at least 3 years as an active-duty firefighter).

SECTION TWO: COMPENSATION

The Township agrees to pay NDS per its fee schedule attached hereto. Pursuant to N.J.S.A. 52:14-17.29ii(a) the Township shall be reimbursed for such costs from the State.

SECTION THREE: BILLING PROCEDURES

NDS shall submit the proper vouchers or invoices to the Township in accordance with applicable law and regulations. Failure to submit invoices within 30 days of the conclusion of a quarter shall void the payment to NDS for that quarter.

SECTION FOUR: STATUS OF CONSULTANT

It is hereby agreed that NDS is an independent contractor and is not considered an employee of the Township of West Orange during the performance of its duties as outlined in Section One. The Township of West Orange agree to defend the consultant in the event a claim or lawsuit is brought against the Township for any actions alleging negligence with respect to the administration of the insurance programs. It is also understood that the Township of West Orange will cooperate fully with the consultant in the performance of his duties as outlined in Section One.

SECTION FIVE: NON-ASSIGNMENT

Consultant is prohibited from assigning this agreement to any other parties without the written authorization from the Township.

SECTION SIX: TERM, TERMINATION and JURISTITION

The term of this agreement is for the 2024 calendar year. It is understood that the continuation of this contract is pending the availability of funds in subsequent fiscal years and if the funds are not available in subsequent fiscal years, then this agreement shall be canceled. The

terms of this agreement are subject to the laws of the State of New Jersey and any disputes between the parties shall be heard in the applicable court of law. This agreement may be cancelled with thirty (30) days' written notice by either party.

Township and NDS agree that West Orange Mayor Susan McCartney has not been involved in any aspect of this Agreement, including, but not limited to, solicitation, negotiation, consideration or award of this Agreement.

In witness whereof, the signatures below verify the acceptance of the terms of this agreement by the parties involved. Signed on this _____ day in the month of June in the year 2024.

MICHAEL KETSLAKH, PRESIDENT

WITNESS

JAMES P. ABBOTT,
BUSINESS ADMINISTRATOR

ATTEST: Karen J. Carnevale, R.M.C.