



SCREENING SERVICES AGREEMENT

THIS SCREENING SERVICES AGREEMENT (“Agreement”) is entered into this First (1) day of _____, 2024 (“Effective Date”) by and between **Northwest Health - Porter (“NWH”)** and Porter County Health Department (“PCHD”).

WITNESSETH

WHEREAS, NWH is a hospital located in Valparaiso, Indiana, that provides a broad range of health care services to the Porter County, Indiana community including screening services;

WHEREAS, PCHD is a government agency providing public health care services to the medically underserved population in Porter County, Indiana (“Qualified Patients”);

WHEREAS, PCHD requires periodic access to screening services to provide public health services to Qualified Patients;

WHEREAS, PCHD desires for **NWH** to provide screening services to its Qualified Patients and **NWH** agrees to provide such services on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. SCREENING SERVICES

1.1 Screening Services. PCHD will refer qualified patients using vouchers provided by **NWH**. The referral could be made by PCHD nursing staff, Health Officer or the Care Coordinator. Referrals will be brought to the Care Coordinator for scheduling with **NWH** and any other necessary arrangements. Services offered are listed in Exhibit “A”. **NWH** shall promptly communicate the results of all diagnostic services to the attention of the Care Coordinator by secure electronic communications.

1.2 Compliance with Standards, Laws, Rules, and Regulations. **NWH** shall ensure Screening Services are provided in compliance with the federal Clinical Laboratory Improvement Act (“CLIA”), any laboratory accreditation requirements and all other applicable federal and state laws, rules and regulations and in conformance with generally accepted medical standards.

2. FINANCIAL TERMS

2.1 Fee Schedule and Billing. NWH shall bill PCHD for Screening Services pursuant to the fee schedule attached as Exhibit A. NWH shall submit an invoice to PCHD within ten (10) days of the end of each month during the term hereof, and PCHD shall remit payment within forty-five (45) days of receipt thereof. PCHD shall be solely responsible to bill for and collect monies due for Screenings Services from any commercial payers, governmental payers or patients.

3. TERM AND TERMINATION

3.1 Term. The initial term of this Agreement shall commence on _____ and continue for one (1) year.

3.2 Termination. Either party may terminate this Agreement at any time with or without cause, for any or no reasons, by giving the other party thirty (30) days' written notice, which notice shall specify the effective date of termination.

4. INSURANCE AND INDEMNIFICATION

4.1 Insurance. Throughout the term of this Agreement, NWH and PCHD shall each maintain appropriate commercial and other liability coverage.

4.2 Indemnification. To the extent the law allows, NWH and PCHD each shall hold harmless, indemnify and defend the other party and the other party's shareholders, directors, officers, agents and employees against any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, to the extent caused by any act or omission on the part of the indemnifying party or the indemnifying party's agents, contractor or employees including without limitation court costs and reasonable attorneys' fees. This Section 4.2 shall survive the termination or expiration of this Agreement.

5. MISCELLANEOUS

5.1 Records. PCHD shall keep and maintain any records relating to the Screening Services rendered hereunder as may be required by any federal, state, or local law. NWH agrees to make its records concerning any of PCHD's patients available to PCHD upon request.

5.2 HIPAA Compliance. The parties agree they will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA").

5.3 Non-Discrimination. All Screening Services provided under this Agreement shall be provided without regard to race, color, creed, sex, age, disability status, or national origin of the resident requiring such Screening Services. The parties agree to comply with all applicable laws prohibiting discrimination.

5.4 Notices. Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by personal delivery or by certified or regular mail (notice being deemed given as of the date of personal delivery, or as of three days after the date of mailing) at the following addresses unless a party otherwise designates in writing:

NWH

Northwest Health - Porter
85 E US Highway 6
Valparaiso, IN 46383
Attn: _____

PCHD

Porter County Health Department
155 Indiana Ave, Suite 104
Valparaiso, IN 46383
Attn: _____

5.5 Status of the Parties. The parties expressly acknowledge that **NWH** and PCHD and their employees are independent contractors and nothing in this Agreement is intended nor shall be construed to create any employer/employee partnership, joint venture, or other relationship, or to allow PCHD to exercise control or direction over the manner or method by which **NWH** provides Screening Services.

5.6 Compliance with Law. If any provision of this Agreement is deemed illegal, invalid, or unenforceable under present or future laws effective during the term of the Agreement, that provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of the Agreement.

5.7 Medicare Reporting and Access Requirements. To the extent required by applicable federal or state law or regulations, until the expiration of four (4) years after the furnishing of the Services pursuant to this Agreement, **NWH** shall make available, upon written request to the Secretary of the U.S. Department of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, this Agreement and any books, documents, and records of **NWH** that are necessary to certify the nature and extent of the costs related to this Agreement, and, if **NWH** carries out any of the duties of this Agreement through a subcontract, with a value of our cost of \$10,000 or more over a twelve (12) month period, with a related organization or individual, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization or individual shall make available, upon written request of the secretary or authorized representative, the subcontract and any books, documents and records of such organization or individual that are necessary to verify the nature and extent of such costs.

5.8 Exclusion from Federal Health Care Programs. Each party represents and warrants that it is not and at no time has been excluded from participation in any federally funded health care programs, including Medicare and Medicaid. This representation includes all employees of each respective party. Each party agrees to immediately notify the other party of any actual exclusion from any federally funded health care program, including Medicare and Medicaid, with respect to it or any of its employees or contractors. If a party is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of the Agreement it is determined that a party is in breach of this requirement, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

5.9 Disclaimer Regarding Admissions. The parties acknowledge and agree that no purpose of this Agreement is to induce any referrals or to otherwise generate any business between the parties, but instead to contract for commercially reasonable and legitimate services.

5.10 Assignment. No assignment of this Agreement will be valid without the specific written consent of the other party, which consent will not be unreasonably withheld.

5.11 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach.

5.12 Entire Agreement. This Agreement supersedes all previous contracts between NWH and PCHD related to the subject matter contained herein and constitutes the entire agreement between the parties. Neither NWH or PCHD shall be entitled to any benefits other than those specified.

5.13 Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Indiana without regard to choice of law rules.

5.14 Amendment. This Agreement may be changed or modified only in writing signed by both NWH and PCHD.

IN WITNESS WHEREOF, the duly authorized representative of NWH and PCHD have executed this Agreement effective as of the _____ Day of _____, 2024.

NWH
Northwest Health - Porter
By: _____

Title: _____

PCHD
Porter County Health Department
By: _____

Title: _____

SCREENING SERVICES AGREEMENT

EXHIBIT A

NWH shall bill PCHD for Services:

1. Low Dose CT Scans - \$75.00 each, not to exceed \$37,500
2. Mammograms - \$100.00 each, not to exceed \$37,500
3. Echocardiogram/EKG/Cardiac Ultrasound - \$100.00 each, not to exceed \$50,000

Screening for abdominal aortic aneurysm - \$50.00 each, not to exceed \$25,000