BUSINESS HEALTH SERVICES AGREEMENT

THIS AGREEMENT is made this ___ day of ___________ 20_, ("Effective Date"), by and between NCH Healthcare System, Inc., a Florida not for profit corporation ("NCH") and _______________ ("Client").

WITNESSETH

WHEREAS, NCH Healthcare System, Inc. and its affiliates have as their primary objective the delivery and provision of health care related services to the community;

WHEREAS, Client has a need for services provided by this Agreement; and

WHEREAS, NCH and Client agree that NCH shall be a source of services provided in this Agreement to Client's employees.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt of which by each from the other is hereby acknowledged, it is mutually agreed as follows:

2. Term.

a. The term of this Agreement ("Term") shall be for twelve (12) months commencing on the Effective Date with the option of annual renewals after the initial 12 month term. If either party elects to not renew, a written notice of at least thirty (30) days prior to the date of the expiration of the Agreement is required.

3. Termination.

a. Notwithstanding anything herein to the contrary, this Agreement may be terminated in its entirety, with or without cause, by either party by providing thirty (30) days prior written notice of termination to the other party.

b. This Agreement may be terminated in its entirety due to a material breach. A material breach is defined as a failure by Client to cure the following violation within ten (10) days of a written notice from NCH stating (i) NCH’s intent to terminate the Agreement and (ii) the nature of the breach: failure by Client to make payment within thirty (30) days of invoice date.

2. Business Services and Fees

a. NCH shall use reasonable efforts to perform the services set forth in Exhibit A attached hereto and incorporated herein, (hereafter referred to as the “Business Health Services and Fee Schedule”).
b. The fee schedule is attached as Exhibit A and incorporated herein by reference. Notwithstanding the term of the Agreement, the pricing in Exhibit A is subject to review and change annually by NCH.

3. **Payment Terms**

Payment for services will be due thirty (30) days from Client’s receipt of invoice. If additional information is required to pay a claim, client shall request the information in writing within five (5) days of receipt of invoice. A late charge calculated at the rate of one and one half percent (1.5%) per month, not to exceed the highest rate permitted by law, will be applied to any unpaid balance of fees.

4. **Relationship Between Parties.**

The relationship between NCH and Client established by the Agreement is solely that of a provider and purchaser of services respectively and neither party is in any way the legal representative or agent of the other, nor is either party empowered or authorized to create any obligation on behalf of the other party. Each party shall employ their own means and methods and exercise professional judgment in performing the responsibilities of the Agreement.

5. **Notices.**

Any notice required to be given under this Agreement shall be sufficient if sent in writing to the party to be charged with such notice, and if sent by certified mail, return receipt requested, to such party’s last known address.

6. **Conformity with Laws.**

This Agreement shall be governed in all respects and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. Any suit, action or proceeding with respect to this Agreement shall be brought in the Circuit Court for the Twentieth Judicial Circuit in and for Collier County, Florida. In the event that any party brings an action to enforce its rights under this Agreement then the prevailing party in that action shall be entitled to recover its reasonable attorneys’ fees and costs.

7. **Amendments.**

This Agreement may only be amended by an agreement in writing signed by the Client and NCH.

8. **Assignment.**

This Agreement shall be binding and inure to the benefit of the parties and their successors and assigns. Except as otherwise set forth herein, this Agreement may not be
assignable by either party hereto, either voluntarily or by operation of law or otherwise, without the prior written consent of the other party.

9. **Waiver.**

A failure by either party to insist upon the strict performance of any covenant, term or condition of this Agreement or to exercise a right or remedy shall not constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

10. **Complete Agreement.**

The parties' intention is that this Agreement constitutes a fully integrated document and, that it sets forth the full and complete agreement of the parties as to the matters set forth herein. Each party hereby acknowledges and declares that, aside from the matters specifically set forth herein, there are no other representations, covenants, promises or agreements which included any parties' execution of this Agreement. By executing this Agreement, each party further hereby acknowledges and declares that they have had the full benefit of the advice and counsel of an attorney at law of its own choosing (or adequate opportunity to seek such advice and counsel) and that this Agreement has been entered into freely, voluntarily and with a full understanding and appreciation of the rights and obligations hereby created.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day, month, and year first above written.

NCH Healthcare System, Inc.  

By: ___________________________  

Title

By: ___________________________  

Name

Date: ___________________________  

Date: ___________________________

Billing Address: ___________________________
Exhibit A

Business Health Services and Fee Schedule

Department of Transportation (DOT) Physical $80.00
A basic occupational and medical history is reviewed with a brief occupational physical exam. The medical determination of ability to work is assessed. A vision exam can be conducted with this physical at no charge. Ancillary tests to determine medical clearance (i.e. drug testing, CBC, spirometry) are optional per fee schedule.

Pre-Placement Employment Screen $80.00
A brief, focused, medical history with a review of pertinent systems is conducted. The limited physical exam includes vital signs and briefly assesses back limitations. A vision exam will be performed at no extra charge.

Review Medical History Questionnaire $50.00
Office Visit $10.00
Re-Check Visit or Appointment $15.00

Employee Drug Testing that compiles with the State of Florida Drug Free Workplace Guidelines. Drug tests are available that satisfy requirements of DOT, Coast Guard and other Federal Agencies. Each price includes collection at one of our facilities and testing.

- HRS 5-Panel Drug Screen w/MRO Report $45.00
- HRS 8-Panel Drug Screen w/MRO Report $50.00
- HRS 10-Panel Drug Screen w/MRO Report $60.00
- NIDA 5-Panel w/MRO Report $50.00
- UDS Collection Only $20.00

Ancillary Tests provide additional information to assess the overall health profile as requested by the employer.

- Venipuncture (blood draw) $17.00
- CBC w/Auto Diff $30.00
- CMP $41.00
- Urinalysis Chemistry (dip only) $10.00
- Hepatitis B Vaccination (series of 3 inoculations) $119.00 each
- Hepatitis B Antibody Titer $90.00
- PPD w/Reading $35.00
- Positive Mantoux Record/Education $15.00
- Chest X-Ray – Single View Frontal $65.00
- Chest X-Ray – Two View Frontal $83.00
- EKG (includes read) $85.00
- Spirometry Test $50.00
- Respiratory Physical $75.00
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