

HEALTH SCREENING EVENT AGREEMENT

THIS HEALTH SCREENING EVENT AGREEMENT (hereafter "Agreement") is made on this 9th day of December 2025, by and between Excell Clinical Laboratory, Inc. ("Provider") with its principal place of business at 95 Dermody Street, Cranford, New Jersey 07016, and the County of Passaic ("County"), with its principal place of business at 401 Grand Street, Paterson, New Jersey 07505; and

WHEREAS, the County's Department of Health Services ("Department") is organizing a health screening event, which will be held on January 26, 2026, at the West Milford Municipal Building, 1480 Union Valley Road, West Milford, New Jersey 07480 ("Health Screening Event"); and

WHEREAS, the Department desires for Provider to conduct health screening tests for members of the public at the Event, which shall be paid for by the individuals receiving such tests or their health insurance.

NOW, THEREFORE, in consideration of the mutual terms set forth herein, the County and Provider agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference.
2. **Provider's Responsibilities.** The Provider shall be responsible for:
 - a. Conducting SMAC (Sequential Multiple Analyte Chemistry) blood tests, as well as other health screening tests and services listed in Appendix A of this Agreement, for patients at the Event (collectively, "Health Screening Services").
 - b. Screening patients and collecting payments and/or insurance information.
3. **County's Responsibilities.** The County shall be responsible for:
 - a. Organizing and advertising the Event, including preparation of promotional materials.
 - b. Making appointments for individuals who wish to receive Health Screening Services from Provider at the Event.
4. **Fees.** The Provider may collect fees from patients who receive health screening tests and services at the Event, at the rates set forth in Appendix A of this Agreement.
5. **Term of Agreement; Termination.** This Agreement shall expire at the conclusion of the Event, unless terminated earlier by either party. Either party, with or without cause, may terminate this Agreement by providing written notice of termination to the other party at least seven (7) days prior to the Event.

6. **Compliance with Laws and Regulations.** The County and Provider agree that each party will, at its own cost and expense, promptly comply with or cause to be complied with, all laws, rules, regulations, and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
7. **Insurance.** Provider shall, during the term of this Agreement, procure and maintain medical professional liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate, as well as commercial general liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate. Provider shall name the County as an additional insured on each of the above policies, and shall deliver a certificate of insurance to the County prior to the Event.
8. **Indemnification.** Each party ("Indemnifying Party") to this Agreement agrees to indemnify, defend, and hold harmless the other party ("Indemnified Party") from and against any and all claims, damages, and liabilities, including any and all expense and costs, legal or otherwise, caused by the negligent act or omission of the Indemnifying Party, its officers, employees, subcontractors, or agents, incurred by the Indemnified Party in the investigation and defense of any claim, demand, or action arising out of the work performed under this Agreement; including breach of the Indemnifying Party of this Agreement. The Indemnifying Party shall not be liable for any claims, damages, or liabilities caused by the sole negligence of the Indemnified Party, its officers, employees, subcontractors, or agents. The Indemnified Party shall notify promptly the Indemnifying Party of the existence of any claim, demand, or other matter to which the Indemnifying Party's indemnification obligations would apply, and shall give them a reasonable opportunity to settle or defend the same at their own expense and with counsel of their own selection, provided that the Indemnified Party shall at all times also have the right to fully participate in the defense. If the Indemnifying Party, within a reasonable time after this notice, fails to take appropriate steps to settle or defend the claim, demand, or the matter, the Indemnified Party shall, upon written notice, have the right, but not the obligation, to undertake such settlement or defense and to compromise or settle the claim, demand, or other matter on behalf, for the account, and at the risk, of the Indemnifying Party. The rights and obligations of the parties under this section shall be binding upon and inure to the benefit of any successors, assigns, and heirs of the parties.
9. **Survival of Indemnity Obligations.** The indemnity obligations outlined in Section 8 hereinabove shall survive the termination or expiration of this Agreement.
10. **No Employment Relationship.** The parties agree that Provider is an independent contractor. This Agreement is not intended to and shall not be construed to create any employment relationship between the County and Provider or its employees and agents.
11. **Assignment.** The Provider may not assign its rights or obligations under this Agreement without prior written approval from the County.

12. **Waiver.** No waiver of any fault shall constitute a waiver of any default or breach whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a party shall give the other party any contractual right by custom, estoppel or otherwise.
13. **Severability.** If any of the provisions, terms or clauses of this Agreement are declared illegal, unenforceable, or ineffective by a court of competent jurisdiction, such provisions, terms and clauses shall be deemed severable, such that the other provisions, terms and clauses contained in this Agreement shall remain valid and binding on all parties.
14. **Applicable Law.** This Agreement shall be governed exclusively by the laws of the State of New Jersey, without regard to conflict of law provisions.
15. **Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement shall be exclusively brought and litigated in the federal and/or state courts of the State of New Jersey. Each party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each party consents to the dismissal of any lawsuit arising out of or relating to this Agreement that is filed in any other jurisdiction or venue.
16. **Amendment; Modification.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
17. **Authority to Enter Agreement.** Each party warrants that the individuals who have signed this Agreement have the actual legal power, right and authority to make this Agreement to bind their respective party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper and duly considered officials as of the date first written above.

COUNTY OF PASSAIC

EXCELL CLINICAL LABORATORY, INC.

Anna Zapadinsky

Araceli Pintle
Health Officer and Director

Anna Zapdinsky
Operating Manager

APPENDIX A
HEALTH SCREENING SERVICES AND FEES

BASICS SCREENINGS

FEE	TEST
\$27.00	Health Screen (Chem 23, Lipid Profile, CBC w/diff, T4
\$40.00	Health Screen 1V (Chem 23, Lipid Profile, CBC w/Diff, PSA)

OPTIONAL SCREENINGS

FEE	TEST
\$25.	Hepatitis B Immunity Titer
\$20.	Hepatitis C Antibody Screen
\$35.	MMR Panel (Measles, Mumps, Rubella Immunity Screen)
\$26.	Lyme Antibody Screen, Total Antibody
\$22.	TSH (thyroid Stimulating Hormone)
\$8.	T4 (Total Thyroxine)
\$8.	T3 Uptake
\$25.	PSA (Prostate Specific Antigen) Total
\$8.	Iron
\$11.	Urinalysis Screen W/Microscopy
\$34.	Homocysteine & hs-CRP (Cardiac Risk Panel)
\$22.	Vitamin D, 25 OH, Total
\$17.	Hemoglobin A1C
\$17.	Vitamin B12
\$29	Lead, Whole Blood