



David Voegele
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FISCAL COURT AGENDA ITEM REQUEST FORM

Today's Date

02/29/2024

Name of Document and/or Agenda Item

OHS - BIOMETRIC SCREENINGS AGREEMENT

Submitted by (Name – Department - Committee)

(phone / email)

Tina SchAAF

Does this require Fiscal Court's approval?

Yes: No:

Fiscal Court Presentation Date

03/05/2024

Who will be presenting Item to Fiscal Court? (Ex: Committee, Chairperson, Department, Staff, Name)

HR COMMITTEE - MAGISTRATE LOGSDON/TINA SCHAAF

What action (motion) are you requesting of the court?

AUTHORIZE JUDGE TO SIGN AGREEMENT AS SUBMITTED

***** REVIEWED AND APPROVED AS TO FORM & LEGALITY BY COUNTY ATTORNEY *****

[Handwritten Signature]

(Signature)
D. Berry Baxter, Oldham County Attorney

3.1.2024

Date



THIS AGREEMENT, is between, On-Site Health Solutions, LLC, a Kentucky Company (hereinafter referred to as “OHS”) and **Oldham County Fiscal Court**, (hereinafter referred to as the “Company”).

WHEREAS, OHS is in business of providing health risk assessment and wellness services to the Client located in KY.

NOW THEREFORE, in consideration of the covenants contained herein along with other good and valuable consideration, the parties agree as follows:

1. **PROFESSIONAL SERVICES**

All personnel and contract vendors providing health and wellness services to the Company will be qualified to perform such functions as deemed essential. These individuals are employees of OHS except for contract vendors.

2. **QUALIFICATIONS AND CERTIFICATIONS**

All personnel and contract vendors providing health and wellness services to the Company will be fully qualified and meet OHS, state and federal guidelines of licensure and/or certification for the provision of such services. Copies of personnel credentials will be made available to the Company upon request and will be kept on file with OHS.

3. **RATE SCHEDULE**

Insurance will be billed directly by OHS. Please see terms of Service.

4. **BILLING PROCEDURE**

We will detail the days and numbers of participants on each day. Payment for wellness program services rendered by OHS is due and payable upon receipt of the invoice if applicable. If a participant does not comply with the guidelines of meeting and reviewing the results with OHS’ MD/NP, the company will be responsible for payment of services, only to OHS, for the health assessment and biometric collection. OHS is billing the insurance carrier for the preventive screening portion to include on-site follow-up with all individuals.

5. **RULES AND REGULATIONS**

OHS personnel and vendors will observe rules and regulations as set by the Company and will act in a manner consistent with other Company personnel. OHS will not give any medical advice or prescribe any medications. Our role is to provide health education services to the employer and employee. **This is a voluntary program for all participants.**

6. **CONFIDENTIALITY**

The personal information that is shared will remain just that, personal. Employee confidentiality must be respected by both the employer and On-Site Health Solutions (OHS). OHS will not send or disclose any individual medical information without proper authorization from individuals. No individual health information will be shared with anyone at **Oldham County Fiscal Court**. All programs and services are HIPAA compliant.

7. **INSURANCE**

Throughout the term of this agreement, OHS will maintain in their own name insurance coverage of at least \$1,000,000 per person and \$2,000,000 per occurrence covering each for all acts or omissions which may give rise to liability for services under this agreement. OHS shall provide the Company with a current certificate of insurance if needed. All blood draw

professionals will carry individual liability insurance policies and OHS will maintain appropriate professional liability insurance coverage. Each MD/DO/NP providing contract service with OHS will carry appropriate individual professional liability and malpractice insurance coverage. OHS does not carry medical malpractice insurance on MD/DO/NP as they are contracted providers under these terms.

8. **WORKERS' COMPENSATION**

OHS shall comply with the State Worker's Compensation Law and provide for the payment of workers' compensation to its employees in the manner and to the extent required by such law.

9. **CIVIL RIGHTS ACT**

OHS agrees that they will comply with all laws, including but not limited to, Civil Rights Act of 1964 (P.L. 88-352) providing that no person in the United States shall, on the grounds of race, color, creed, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination as a result of this contract.

10. **EFFECTIVE DATE**

This agreement shall become effective on **03/05/2024** and continue until **03/05/2025**.

11. **TERMINATION**

This agreement may be terminated by either party upon written notice.

12. **TERMS OF SERVICE – (Must Initial the Boxes to the Left).**

Counseling – Preventive counseling is covered at 100% for non-grandfathered plans for members. This option leaves the “annual” preventive screening available for the participant's PCP to use.

Must have a minimum of **25** participants to meet with OHS' MD/NP per screening day on 04/12/2024 from 7am-11:30am.

\$77/screening fee will be billed to client for difference if less than 25 screened. If a participant meets with the OHS provider and does not have valid insurance, the cost is **\$77**.

Less than 72 hours' notice of cancellation will result in a \$500 fee to client to pay OHS practitioner for scheduled time.

Travel Fees:

NONE

Member ID listing that includes group number and full member ID number for plan members prior to screening. OHS cannot provide UHC Physician Screening Forms to participants.

Participants must bring this form to the screening if they would like to receive UHC rewards.

OHS is not responsible for assisting members in retrieving this form at the time of screening. Please contact catie@healthyworksites.com with questions.

Finger stick – Same day biometrics & practitioner review. Test approximately 1 every 10 minutes. The entire process takes approximately 15 minutes with biometrics and consultation. Approx. 5-6 Participants/Hr./Practitioner.

13. **NOTICES**

Any notice required or permitted to be given shall be in writing and shall be effective if sent by certified mail:

OHS at:

On-Site Health Solutions, LLC
10605 Meeting Street, Suite 103
Prospect, KY 40059

To the company:

Oldham County Fiscal Court
100 W Jefferson St
Lagrange, KY

14. **INDEMNIFICATION**

As a Company, I do hereby waive, release and forever discharge (OHS-provider of health screening services) and its officers, agents, employees, representatives, executors, and all others from any and all responsibilities or liability from injuries or damages resulting from Company participation in any voluntary health activities. I also understand that fitness activities involve a risk of injury and even death, and that the Company and all participants are voluntarily participating in these activities.

15. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties. The provisions herein shall be to the benefit of and shall be binding upon the parties hereto. This agreement may only be modified by written agreement executed by all parties.

In Witness whereof, the undersigned have executed this agreement as of the day and year first written above.

On-Site Health Solutions, LLC

Oldham County Fiscal Court

David Berkemeier
Signature

Signature

David Berkemeier
Name

Name

President
Title

Title

02/29/2024
Date

Date

You can e-mail the signed contract to catie@healthyworksites.com

Once OHS receives the signed contract we will coordinate logistics and timeline for implementing the on-site testing dates and times.

Company Contact _____
Phone Number _____
E-mail _____

