

12-8



Township Council
.1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldwpnj.com>

Meeting: 09/08/15 07:00 PM

2015 RESOLUTION AGREEMENTS

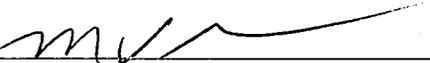
OCCUPATIONAL HEALTH SERVICES AGREEMENT

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey hereby authorizes the Mayor to execute the attached Occupational Services Agreement and the Clerk to attest to his signature.

* * * * *

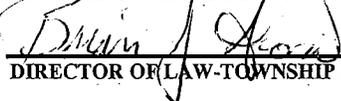
I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on September 08, 2015.


Municipal Clerk of the Township of Bloomfield


Mayor of the Township of Bloomfield

| ✓ Vote Record – Resolution | | Yes/Aye | No/Nay | Abstain | Absent |
|---|--------------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> Adopt | | | | | |
| <input type="checkbox"/> Deny | | | | | |
| <input type="checkbox"/> Withdrawn | | | | | |
| <input type="checkbox"/> Table | | | | | |
| <input type="checkbox"/> Not Discussed | | | | | |
| <input type="checkbox"/> First Reading | | | | | |
| <input type="checkbox"/> Table with no Vote | | | | | |
| <input type="checkbox"/> Approve | | | | | |
| <input type="checkbox"/> Veto by Mayor | | | | | |
| <input type="checkbox"/> Discussion | | | | | |
| <input type="checkbox"/> Defeated | | | | | |
| <input type="checkbox"/> Discussion No Vote | | | | | |
| | Elias N. Chalet | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Nicholas Joanow | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Carlos Bernard | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | Wartyna Davis | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Joseph Lopez | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Carlos Pomares | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Michael J. Venezia | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH


DIRECTOR OF LAW-TOWNSHIP ATTORNEY

OCCUPATIONAL HEALTH SERVICES AGREEMENT

This Occupational Health Services Agreement (the "Agreement") is made and entered into to be effective as of _____, 2015 (the "Effective Date") by and between THE TOWNSHIP of BLOOMFIELD ("Township") and Holy Name Medical Center, Inc. (hereinafter referred to as the "Contractor").

WHEREAS, Township has determined that it is in Township's best interest to retain Contractor to provide the various occupational health screening services described in Schedule 1, attached hereto (the "Services");

WHEREAS, Contractor maintains that it possesses the requisite skill, knowledge and expertise necessary to provide the Services described herein; and

WHEREAS, Contractor is willing to provide such Services to Township upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. CONTRACTOR'S OBLIGATIONS.

1.1 Services. Contractor shall provide the Services to prospective employees and for current employees of Township, as requested by Township.

1.2 Qualifications. Contractor makes the following representations and warranties as to itself and as to each of its employees performing the Services:

- A. License and Certification.** Contractor and its employees all hold any and all necessary licenses and certifications that may be required in the state of New Jersey for the provision of the Services, and each such license and/or certification is unrestricted, and has never been suspended or restricted in any manner.
- B. No Legal Restrictions.** There are no contractual or legal restrictions that would prevent Contractor or its representatives from fulfilling any obligations under this Agreement.

1.3 No Authority. Contractor shall have no authority to enter into contracts or submit bids or proposals on behalf of Township without the prior written consent of Township.

2. TERM AND TERMINATION.

2.1 Term. The initial term of this Agreement shall commence on the Effective Date, and shall expire on _____, 20____ (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive renewal terms of one (1) year in duration each (a "Renewal Term," and collectively, the "Renewal Terms"), unless either party gives written notice

to the other party of its intention not to renew this Agreement at least thirty (30) days prior to the commencement of any Renewal Term. For purposes of this Agreement, the Initial Term and the Renewal Terms are collectively referred to herein as the "Term."

2.2 Without Cause Termination. In addition to each party's right to terminate this Agreement pursuant to Section 2.3 below, either party may terminate this Agreement at any time (and for any reason), without cause or penalty, by delivering written notice of such termination to the other party at least thirty (30) days prior to the effective date of such termination.

2.3 Termination for Cause. If, in the sole discretion of either party, the other party breaches any material term of this Agreement, the non-breaching party shall provide the party alleged to be in breach with notice of the alleged breach and notice that this Agreement will terminate in the event the breach is not cured to satisfaction of the non-breaching party within thirty (30) days following the date of the notice (the "Cure Period"). If such breach has not been cured to the non-breaching party's satisfaction by the thirtieth (30th) day following such notice, the non-breaching party shall have the right to immediately terminate this Agreement.

3. FEE AND EXPENSES.

3.1 Contractor Fees. During the Term, in consideration for the Services to be provided hereunder by Contractor, Township will pay Contractor the fees set forth on the fee schedule outlined in Schedule 1 (collectively referred to herein as the "Contractor Fees"). Such Contractor Fees shall be due and payable to Contractor on the thirtieth (30th) day of each month for Services provided in the preceding month, provided Township has received an invoice describing the Services in question. The Contractor Fees represent Contractor's sole compensation for Services provided hereunder. Contractor shall be solely responsible for the compensation of Contractor's employees. In the event such payment is not received by the thirtieth (30th) day, Township shall be subject to late fees calculated at the rate of one and one-half percent (1.5%) per month, compounded monthly.

3.2 No Post-Termination Compensation. Contractor Fees shall cease to accrue upon termination or expiration of this Agreement.

4. PARTIES' RELATIONSHIP AND INDEPENDENT CONTRACTOR

STATUS. At all times during the Term, Contractor shall be an independent contractor affiliated with Township solely to provide the Services described herein. Contractor (and not Township) shall have the full power and authority to select the means, manner and method of performance of the Services described herein. Contractor shall not be considered, by reason of the provisions of this Agreement or otherwise, to be an employee of Township or any of its subsidiaries or affiliates, and neither Contractor, nor any employee, officer, director or agent of Contractor, shall be entitled to participate in the employee benefit plans, arrangements, or distributions by Township ordinarily made to Township employees that in any way relate to, or are made any connection with, any Township group insurance plan, any Township workers' compensation plan, disability insurance plan, pension and profit sharing plan, bonus plan, stock option plan or any other similar plan ordinarily offered by Township to its employees. Township shall not

withhold on behalf of Contractor any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law relating to Contractor.

5. NON-SOLICITATION OF EMPLOYEES. For a period of one (1) year following the termination or expiration of this Agreement, Township and Contractor agree that neither shall, directly or indirectly has received (i) solicit, recruit, or hire or attempt to solicit, recruit or hire, any individual who is then a current employee of the other party, or (ii) in any manner attempt to induce any individual who was an employee or independent contractor of the other party to leave the employ of such party or cease or terminate his or her independent contractor relationship with such other party.

6. ASSIGNMENT. Township shall not assign any of its rights, duties and responsibilities under this Agreement without the express and prior written consent of Contractor. Contractor shall have the right to freely assign its rights and obligations hereunder to an affiliate or in connection with a sale of substantially all of the assets of Contractor to a third-party, without the consent of Township.

7. SUBCONTRACTING. The Services to be performed hereunder by Contractor may be performed by subcontracted physicians, mid-level providers, and/or nursing staff in the sole discretion of Contractor.

8. CONFIDENTIALITY.

8.1 Hospital Information. Township recognizes and acknowledges that, by virtue of entering into this Agreement and Contractor providing Services to Township, Township may have access to certain information of Contractor that is confidential and constitutes valuable, special and unique property of Contractor. Township agrees that Township will not at any time, either during or subsequent to the Term of this Agreement, disclose to others, use, copy or permit to be copied, without Contractor's express prior written consent, any confidential or proprietary information of Contractor, including, but not limited to, information which concerns Contractor's patients, costs or treatment methods developed by Contractor for Contractor, and which is not otherwise available to the public.

8.2 Terms of this Agreement. Except for disclosure to Township's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Contractor or any of its affiliates), Township shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Contractor. Unauthorized disclosure of the terms of this Agreement shall be material breach of this Agreement and shall provide Contractor with the option of pursuing remedies for breach or immediate termination of the Agreement in accordance with Section 2.3 above.

8.3 Patient Information. Township shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Contractor in writing, any medical record or patient information regarding Township employees or prospective employees who have received Services under this Agreement, and Township shall comply with the Health

Insurance Portability and Accountability Act ("HIPAA") and all federal and state laws and regulations and bylaws, rules regulations and policies of Contractor regarding the confidentiality of such information. Township acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Contractor's patients receiving treatment from alcohol or drug abuse, Township is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time). Township shall execute a Business Associate Agreement, attached hereto as Schedule 2.

8.4 Survival. The provisions of the Section 8 (including all subparts) shall survive expiration or termination of this Agreement, regardless of the cause of such termination.

9. WAIVER OF BREACH. The waiver by either party of any breach of this Agreement by the other party shall not be construed as a waiver of any subsequent breach of this Agreement.

10. INSURANCE. At all times during the Term, both parties shall maintain workers compensation insurance in the minimum amounts required by law covering each party's own current employees and, in the case of the Township, its prospective employees seeking a pre-employment health screening, and shall maintain professional liability insurance coverage, and commercial general liability coverage, in a minimum per occurrence amount of one million dollars (\$1,000,000.00) and a minimum aggregate amount of three million dollars (\$3,000,000.00). During the Term, each party shall name the other party as an additional insured upon its respective general liability policy, and such coverage shall be "primary" for any loss covered thereby.

11. COMPLIANCE WITH LAWS AND SEVERABILITY

11.1 Compliance with Laws. All services to be rendered by Contractor shall be performed by Contractor in strict conformity with all applicable federal, state and local laws, and Contractor shall obtain all applicable licenses and permits, and shall file any necessary registration statements for the conduct of its business and the performance of the services called for in the Agreement. In the event Contractor performs unlawful acts in connection with this Agreement, then Township shall be under no obligations to pay Contractor for such services connected with such illegal acts, and Contractor shall indemnify Township for any damages incurred by Township following any such illegal act.

11.2 Enforceability; Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

12. INTEGRATION AND ENTIRE AGREEMENT. This Agreement constitute the entire agreement between Township and Contractor, and supersedes all previous understandings, commitments, or agreements, oral or written with respect to the subject matter hereof. It may not be changed orally, but only by an agreement in writing signed by both parties.

13. **NOTICES.** All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or such other address as the party may designate in writing:

With respect to Contractor: Holy Name Medical Center, Inc.
718 Teaneck Road
Teaneck, New Jersey, 07666
Attention: Michael Guiry
With copy to: Legal Department

With respect to Township: Township of Bloomfield
1 Municipal Plaza
Bloomfield, NJ 07003
Attention: Administrator

14. **GOVERNING LAW.** This Agreement shall be interpreted under, and construed in accordance with, the laws of the State of New Jersey.

15. **GOVERNMENT PROGRAM ELIGIBILITY.** The parties hereto are each fully eligible for participation in government programs, and have never been excluded, debarred, or otherwise made ineligible from participation in any government program including any federal or state healthcare program. Further, neither party is under investigation or otherwise aware of any circumstances that may result in exclusion, debarment, or otherwise made ineligible from participation in any government program. This representation shall be ongoing and must remain true and accurate during the course of the Agreement. In addition, should any provision of the Section become untrue or inaccurate, the affected party must immediately notify the other party in writing.

WHEREFORE, the parties executed this Agreement to be effective as of the Effective Date listed above.

CONTRACTOR:

By: _____

Print: _____

Title: _____

Date: _____

TOWNSHIP:

By: _____

Print: _____

Title: _____

Date: _____

SCHEDULE 1

Services Description and Duties. Compensation

1. Services. During the Term, Contractor will provide the following Services to Township, which shall be included in the definition of "Services":

A. Upon request by Township (and subject to Section C, below), Contractor shall contact Township's employee or prospective employee to schedule an appointment, at Contractor's facility, to perform various screening procedures, as requested by Township's Personnel Director. The screening procedures shall include:

1. Physical Examination (including physical, report, and physician's services);
2. Chest X-ray (dual view, including radiologist reading);
3. Lipid Profile
4. Vitamin D, 25-Hydroxy;
5. Hemoglobin A1c Test (HgA1C);
6. Tuberculosis Skin Test (PPD);
7. Mumps Titer
8. Rubella Titer
9. Rubeola Titer
10. Varicella Titer
11. Hepatitis B Surface Antigen (Hep BsAg)
12. Hepatitis B Surface Antibody (Hep BsAb)
13. Urine Drug Test (including amphetamines, barbiturates, benzodiazepines, cannabis, cocaine, methadone, PCP, and opiates); and
14. Other tests as mutually agreed by written amendment between the parties.

B. After performing the requested Services, Contractor shall provide the results to the Township's personnel director, or his/her designee, subject to Section C below. Following the submission of the results to Township's personnel director or his/her designee, Contractor shall submit an invoice to Township at the address listed in Section 13 of the Agreement, with the attention to the accounts payable department. Invoices shall contain the purchase order number issued by Township and noted on Schedule 1, attached hereto. Township shall remit payment to the Contractor within thirty (30) days following receipt of the invoice, and is subject to Section 3.1 of the Agreement.

C. Prior to sending any prospective employee or existing employee for Services, Township must provide valid and properly executed Health Information Release Form, compliant with the requirements of the Health Information Portability and Accountability Act of 1996 (and all amendments thereto) ("HIPAA"), the Health Information Technology for Economic and Clinical Health ("HITECH"), and any applicable state laws and regulations regarding health information and privacy, which shall expressly allow Contractor to share the results of any and all Services performed with the Township. Township understands and agrees that Contractor shall be under no obligation to perform the Services on any prospective employee or existing employee without such release form provided prior to the performance of any Services (including, without limitation, setting up any appointments prior to the Services).

2. Compensation Payable to Contractor. In exchange for the Services, Township will pay Contractor the following Contractor Fees, pursuant to the table below. The parties acknowledge and represent that the Contractor Fees were negotiated at arms' length, are fair market value, and are not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties. Contractor shall submit detailed records of Services provided on behalf of Township pursuant to this Agreement, in the form prescribed by Township, as prerequisite to receiving any percentage of collections on Services provided.

| Service | Price (each) |
|-----------------------|--------------|
| Physical Examination | \$85.00 |
| Chest X-ray | \$50.85 |
| Lipid Profile | \$4.10 |
| Vitamin D, 25-Hydroxy | \$12.00 |
| HgA1C | \$4.10 |
| PPD | \$30.85 |
| Mumps | \$16.34 |
| Rubella | \$12.72 |
| Rubeola | \$16.34 |
| Varicella | \$16.34 |
| Hep BsAg | \$12.00 |
| Hep BsAb | \$12.00 |
| Urine Drug Screen | \$13.15 |

Purchase Order Number: _____
 [To be used when submitting invoices for Services]