

**CONTRACT
BETWEEN
MED EXPRESS URGENT CARE-NEW JERSEY, P.C.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of January 2017, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **MED EXPRESS URGENT CARE—NEW JERSEY, P.C.**, with offices at 875 Mantua Pike, Suite B, Woodbury, NJ 08096; hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for random, post-offer/pre-employment, post-accident, return to duty, follow-up and reasonable suspicion drug and alcohol testing for those designated in DOT regulations as a safety sensitive employees; and Non-DOT employees; for the Human Resources Department; and

WHEREAS, there exists a need for the County to contract for DOT post/offfer pre-employment physical examinations to include hearing test, urinalysis (collection only), vision check and history, along with DOT medical card and form. Contractor is obligated to comply with all applicable requirements and procedures pursuant to Federal Regulations 49 CFR Part 40; and

WHEREAS, there exists a need for the County to contract for DOT mirror drug and alcohol testing (pre-employment, random and post-accident: collection only) for applicable Non-DOT employees (Public Safety Telecommunicator and EMT title series); and

WHEREAS, there exists a need for the County to contract for standard Non-DOT post offer/pre-employment physical examinations to include hearing test, urinalysis, vision check and history, and physical exam; and

WHEREAS, there exists a need for the County to contract for Non-DOT post/offfer pre-employment physicals for the Prosecutor's Office, which would include a review of past medical history, general physical examination including vital signs, laboratory testing consisting of a complete blood count, CMP with lipid panel and routine urinalysis (fasting studies), electrocardiogram, audiogram (hearing test); and

WHEREAS, there exists a need for the County to contract for fitness for duty evaluations; and

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2017, and concluding on December 31, 2017 ("Initial Term").
2. **COMPENSATION.** Contractor shall be compensated at the rates listed on the attached rate proposal, in an amount not to exceed \$17,400.00 annually.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. There is no obligation on the part of Contractor to provide additional services during Initial Term once the total compensation cap for that given year, as set forth in the immediately preceding paragraph, has been exhausted.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment. Payment shall be made in full within thirty (30) days of invoice date. Late fees of 1% per month (12% per annum) are due on any amounts not paid within thirty (30) days.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Contractor's Drug and Alcohol Fee Schedule, identified as Exhibits A and B, which are attached hereto and made a part of this Contract and in the specifications set forth in the bid documents and/or in the request for proposals, if any, as the case may be.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents and/or in the request for proposals, if any, as the case may be.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by

the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Either Party may terminate this Contract, with or without cause, upon thirty (30) day written notice to the other Party.

F. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

G. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** With the exception of affiliates or purchaser of controlling stock or significantly all assets of Contractor, this Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any such attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any negligent acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors.. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured for the GL, Auto and Umbrella coverages respectfully. Proof of coverage for all our policies will be provided.

If Contractor is a member of a profession that is subject to suit for professional

malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability of \$1Million per occurrence and an annual aggregate of \$3Million. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **NONWAIVER.** The failure by either Party to enforce any particular provision of this Contract, or to act upon a breach of this Contract by the Other Party, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

11. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

12. **CHANGES.** This Contract may be modified only in writing signed by both Parties.

13. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

14. **APPLICABLE LAW / ARBITRATION.** The terms and provisions of this Contract shall be governed by and construed in accordance with the procedural and substantive laws of the State of New Jersey and, where applicable, the United States, without regard for choice of law provisions. The Parties hereby agree to resolve any and all disputes arising from, or in any way related to this Contract, the duties thereunder and/or purported breach of same by binding arbitration to take place in the County of Gloucester, NJ pursuant to American Arbitration Association rules for commercial arbitration.

15. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

16. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

17. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

18. **CONTRACT PARTS.** This Contract consists of this Contract document, Exhibits A

and B, and any specifications issued by the County in connection with this Contract. Should there occur a conflict between Exhibit A, B and the Specifications, the Specifications will control. If there is a conflict between either document and this Contract, then this Contract will control.

THIS CONTRACT is dated this 1st day of January, 2017.

IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Contractor's authorized representative has executed this Agreement on the date indicated herein.

ATTEST:

Andrea Lombardi
ANDREA LOMBARDI,
PRINCIPAL CLERK TYPIST

COUNTY OF GLOUCESTER

Peter M. Mercanti
PETER M. MERCANTI,
PURCHASING DIRECTOR

WITNESS:

Imya L. Sisco

MED EXPRESS URGENT CARE—
NEW JERSEY, P.C.

David R. Ferrell M.D.
David R. Ferrell M.D.
(Please print name)