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**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
INSPIRA URGENT CARE AND
OCCUPATIONAL HEALTH**

THIS CONTRACT is made effective the 17th day of February, 2023, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **INSPIRA URGENT CARE AND OCCUPATIONAL HEALTH**, with an office at 1297 W. Landis Avenue, Vineland, NJ 08360, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for certain medical services on behalf of the Department of Human Resources, specifically:

- a. Post offer/pre-employment drug screenings and physical examinations for DOT and Non-DOT, drug screen collection for random, post-accident, return to duty, follow-up and reasonable suspicion testing; and, breath alcohol tests (as needed).
- b. NON-DOT specimen collection that follows DOT/SAMHSA guidelines utilizing non-dot "Custody and Control" forms for Emergency Response and EMS employees. This procedure and test will mirror DOT drug screening and collection.
- c. Haz-Mat physicals for the Department of Emergency Response.
- d. Fitness for duty examinations.
- e. Non-DOT post-offer/pre-employment physicals for the Prosecutor's Office, to 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, and audiograms (hearing test).
- f. Rabies Titers and Rabies Vaccines for the Animal Shelter; and
- g. Respirator Clearance Examinations and RBC blood tests for the Public Works Department.

WHEREAS, the Contractor is obligated to comply with all applicable requirements and procedures pursuant to Federal Regulations 49 CFR Part 40; and

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

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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 a term of one (1) year commencing January 1, 2023 and concluding on December 31, 2023.

2. **COMPENSATION.** Contractor shall be compensated at the rates listed on the 2023 Rate Sheet (attached hereto as Exhibit A), with total compensation not to exceed \$17,400.00 for the term of this Contract. It is agreed and understood that this is an open-ended contract, and County is only required to use Contractor's services on an as-needed basis. There is no obligation on the part of the County to make any purchase or use any service whatsoever.

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.

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.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for certain medical services on behalf of the County Department of Human Resources as set forth in this Contract, and as per the Contractor's 2023 Rate Sheet, identified as Exhibit A, which is attached hereto and made a part of this Contract. Contractor is obligated to comply with all applicable requirements and procedures pursuant to Federal Regulations 49 CFR Part 40.

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:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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, sex, veteran status or military service. 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.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, 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.

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

f. The 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.

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 the 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 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. Notwithstanding the above, the Contractor 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.

f. 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. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any 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.

9. **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 acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. 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.

10. **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.

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 acceptable to the County. 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.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this

Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **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.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **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.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

20. **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.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, Exhibit A, and any specifications which may have been issued by the County in connection with this Contract. Should there occur a conflict between Exhibit A and the Specifications, the Specifications will control. If there is a conflict between either document and this Contract, then this Contract will control.

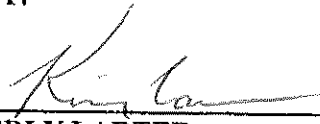
THIS CONTRACT is made effective the 17th day of February, 2023.

IN WITNESS WHEREOF, signatory authority is established:

(i) for the County, pursuant to N.J.S.A. 40A:11-3(a), with the requisite Resolution adopted by the Gloucester County Board of County Commissioners on January 23, 2019, authorizing the Chief Financial Officer to execute and the Qualified Purchasing Agent attest to this instrument; and

(ii) for the Contractor, by having caused this instrument to be signed and witnessed by its authorized representatives.

ATTEST:


KIMBERLY LARTER,
Qualified Purchasing Agent

COUNTY OF GLOUCESTER


TRACEY N. GIORDANO, CFO

ATTEST:



**INSPIRA URGENT CARE AND
OCCUPATIONAL HEALTH**



By: **STEPHANIE WALKER**
Title: **Director, Occupational Health
and Urgent Care**

EXHIBIT A

2023 RATE SHEET

Company Name: Inspira Urgent Care and Occupational Health
Address: 1297 W Landis Ave
State/City/Zip: Vineland, NJ 08360
Representative: Max Halperin, Occupational Health Account Manager
Phone: 856-641-6377 Office / 609-364-8662 Cell
Director: Stephanie Walker, Director Occupational Health and Urgent Care
 856-213-5900 ext 60772 Office / 856-405-9574 Cell

PRE-EMPLOYMENT DOT / NON-DOT PHYSICALS AND DRUG TESTING

Post offer/pre-employment drug screenings and physical examinations (DOT/NON-DOT), drug screen collection for random, post-accident, return to duty, follow-up and reasonable suspicious testing; and breath alcohol tests (as needed). Contractor is obligated to comply with all applicable requirements and procedures pursuant to Federal Regulations 49 CFR Part 40.

	Rate	
Non-Dot Physical Examination	\$50 - level one	\$65 - level two
<i>(Includes hearing test, urinalysis, vision check and history and physical exam, completion of company forms)</i>		

	Rate
DOT Physical Examination	\$110.00
<i>(Includes hearing test, urinalysis, vision check and history and physical exam along with DOT medical card & form, completion of company forms)</i>	

	Rates	
5 Panel Instant Drug Test	\$50.00	
10 Panel Instant Drug Test	\$50.00	
12 Panel Instant Drug Test	\$50.00	
Breath Alcohol Test (DOT)	\$25.00	
Breath Alcohol Test (Non-DOT)	\$25.00	
DOT - Drug Urinalysis <u>Collection Only</u>	\$25.00	<i>Third Party Administrator provides Chain of Custody Form</i>
(FMCSA, FTA)	\$25.00	
Random	\$25.00	
Pre-Employment	\$25.00	
Post-Accident	\$25.00	
Return to Duty	\$25.00	
Follow-Up	\$25.00	
Reasonable Suspicion	\$25.00	
Shy Bladder	No Charge	
Shy Bladder Hourly Charge, if applicable	No Charge	
Hourly rate for time spent w/ auditor	No Charge	
NON-DOT Drug Test Urinalysis (using Vendor's lab)	\$35.00	<i>Using Vendor's Chain of Custody</i>
Pre-Employment	\$35.00	
Reasonable Suspicion	\$35.00	
Return to Duty	\$35.00	
Follow-up	\$35.00	

DOT Mirrored Testing ER/EMS Pre-Employment and Random Drug Testing Program

(Requirements for Urine Drug Test Collection)

Drug Urinalysis Collection Only (Non-DOT collection mirroring DOT specs)

	Rates
Random	\$25.00
Pre-Employment	\$25.00
Post-Accident	\$25.00
Return to Duty	\$25.00
Follow-Up	\$25.00
Reasonable Suspicion	\$25.00
Shy Bladder	No Charge
Shy Bladder Hourly Charge, if applicable	No Charge

*Third Party Administrator
provides Chain of Custody
Form*

Employers may use the collection and testing procedures outlined by the Department of Transportation (DOT) in 49 CFR Part 40 for their non-DOT drug testing programs.

Urine drug collection for ER/EMS program will follow the DOT guidelines for both pre-employment and random collection (and all urine collection and BAT testing).

As specified in the DOT guidelines, testing conducted outside federal authority, requires the use of a non-federal chain of custody (CCF) form. Form will be completed with the collector.

Under the guidelines of Part 40, a collector is a trained person who instructs and assists the employees at a collection site, who receives and makes an initial inspection of the urine specimen provided by those employees, and who initiates and completes the non-DOT CCF.

All specimens will be shipped, following DOT guidelines, to a SAMHSA certified laboratory for analysis and provided to the designated Medical Review Officer (MRO) for verification and release of information to the Designated Employer Representative (DER).

PRE-EMPLOYMENT PHYSICALS FOR THE PROSECUTOR'S OFFICE

	Rate
Pre-Employment Physical Examination	\$212.00

Non-DOT post-offer/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)

FIT FOR DUTY EXAMINATIONS

	Rates	
Low Complexity Evaluation (approx. 15 minutes w/ patient)	\$65.00	Level 1
Moderate Complexity Evaluation (approx. 30 minutes w/ patient)	\$65.00	Level 1
Moderate to High Complexity Evaluation (approx. 45-60 minutes w/ patient)	\$130.00	Level 2
High Detailed Complex Case (greater than 60 minutes w/ patient)	\$130.00	Level 2
Lifting assessment may need to be performed, based on specific case	No Charge	

RESPIRATOR CLEARANCE FOR MOSQUITO CONTROL

(Clearance given for 1 year)

	Rates
Respiratory Clearance Exam <i>Includes urinalysis, vision check and review of questionnaire</i>	\$51.00
Respiratory Clearance Exam <i>Includes urinalysis, vision check, review of questionnaire, and history and physical exam</i>	\$101.00
Pulmonary Function Study	\$35.00
Respirator Fit Test	\$25.00
RBC Cholinesterase Blood Level	\$40.00
Chest X-Ray (Not required test - to be determined by doctor at time of exam if necessary)	\$45.00 - 1 view; \$65.00 - 2 view

ANIMAL SHELTER

	Rates
Rabies Anti-Body Blood Test	\$150.00
Rabies Vaccine (price may vary due to manufacturer)	\$275.00

OTHER TESTING AVAILABLE WITH INSPIRA

Vaccinations and Wellness Testing

	Rates
Hep A Vaccine (2 doses/price per dose)	\$144.00
Hep A Vaccine (3 doses/price per dose)	\$90.00
Hep B (surface antibody test)	\$63.50
Influenza Vaccination	\$25.00
Meningococcal Vaccine	\$174.00
MMR (Measles, Mumps, Rubella Vaccine)	\$138.30
Rabies Immune Globulin (Hyper)	\$764.72
Rabies Vaccine	\$275.00
Rubella (Mumps) - Surface Antibody Test	\$63.50
Rubeola (Measles) - Surface Antibody Test	\$63.50
Tetanus Diphtheria Pertussis (Tdap)	\$50.00
TST (PPD) Skin Test	\$30.00
Twinrix Vaccine (A&B - 3 / price per dose)	\$186.00
Varicella (Chicken Pox) - Vaccine	\$165.50
Varicella (Chicken Pox) - Surface Antibody Test	\$63.50

TESTING LOCATIONS AVAILABLE

Regular Testing Hours (8:00am-8:00pm)

Inspira Urgent Care Tomlin Station
201 Tomlin Station Road
Mullica Hill, NJ 08062
(856) 241-2500

Inspira Urgent Care Washington Township
372 Egg Harbor Road, Suite 4A
Sewell, NJ 08080
(856) 218-5900

Inspira Urgent Care Glassboro
200 Rowan Boulevard
Glassboro, NJ 08028
(856) 582-1500

Inspira Urgent Care Laurel Springs
1238 Chews Landing Road
Clementon, NJ 08021
(856) 545-9500

Inspira Urgent Care Woolwich Twp.
40 Village Green Dr
Woolwich Twp., NJ 08085
(856) 542-1300

After Hours Testing (24/7)

Inspira Medical Center Vineland
1505 W Sherman Ave
Vineland, NJ 08360

BILLING INFORMATION

Inspira Health Network Urgent Care, PC
LB#7900
PO Box 95000
Philadelphia, PA 19195-0001
P: (856) 205-7070
F: (856) 205-0145