

**RESOLUTION 2016-15
MOUNT HOLLY FIRE DISTRICT No.1**

RESOLUTION AUTHORIZING AGREEMENT FOR CERTAIN MEDICAL SERVICES

WHEREAS, there exists a need for specialized medical services for the purpose of pre-employment/employment fire fighter physicals; and

WHEREAS, such special services can be provided only by a recognized and licensed individual and/or entity; and

WHEREAS, the Board solicited proposals for said services; and

WHEREAS, after review and consideration of the proposals, the Board has found and determined the proposal most beneficial and practicable to the District and personnel was a proposal submitted by Virtua Health, Inc. dated November 1, 2012.

NOW THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington and State of New Jersey that it accept the proposal dated November 1, 2012 from Virtua Health, Inc. on behalf of Virtua Memorial Hospital Burlington County, Inc., t/a Virtua at Work (“Virtua”) and award contract to said vendor for one (1) year commencing March 2, 2016 through March 1, 2017; and

BE IT FURTHER RESOLVED, that the Director be authorized to execute an agreement for and on behalf of the Board in the form attached hereto and made a part hereof as Schedule A and the Clerk attest thereto; and

BE IT FURTHER RESOLVED, that a copy of same be forwarded to the District Auditor for his information and records; and

BE IT FURTHER RESOLVED, that the within Resolution shall be effective immediately upon passage; and

BE IT FURTHER RESOLVED, that any resolution or part of a resolution inconsistent herewith are hereby repealed or otherwise revoked; and

BE IT FURTHER RESOLVED, that if any section, paragraph, sentence, clause or phrase in this Resolution is for any reason held or determined to be unconstitutional or invalid, same shall not affect the remainder of this Resolution; and

BE IT FURTHER RESOLVED, that notwithstanding anything set forth herein to the contrary the Board shall be permitted to amend, modify, repeal or otherwise act as to those topics which are the subject of this Resolution provided said acts are consistent with public policy, Board bylaws, township ordinances, local, state and federal laws and rules and regulations promulgated thereunder; and

BE IT FURTHER RESOLVED, that an original signed, conformed and compared copy of this Resolution be accessible and maintained as an official Board record pursuant to and in accordance with the “Open Public Records Act”; N.J.S.A. 47:1A-1, *et seq.* and the “Destruction of Public Records Law (1953)”; N.J.S.A. 47:3-8.1, *et seq.* as set forth by the State of New Jersey Municipal Agency Record Retention Schedule promulgated by the Division of Archives and Record Management.

CERTIFICATION

I, **STEFANIE HAINES**, do hereby certify that the foregoing is a true and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the 2nd day of March, 2016.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly on this 2nd day of March, 2016.



STEFANIE HAINES, CLERK
Board of Fire Commissioners
Fire District No.1
Township of Mount Holly

Board of Commissioners Recorded Vote

Member	Aye	Nay	Abstain	Absent
Donald Pike	✓			
Richard McIlwee	✓			
Joshua Brown	✓			
Stefanie Haines				✓
Patricia Cauley	✓			



Virtua at Work Occupational & Employee Health Services Agreement

THIS AGREEMENT is entered into this 10th day of February, 2013 by and between Virtua Health, Inc., on behalf of Virtua Memorial Hospital Burlington County, Inc. t/a Virtua at Work ("Virtua"), with corporate offices located at 401 Route 73 North, 50 Lake Center Drive, Suite 402, Marlton, NJ 08053 and Mount Holly Fire District No. 1,
100 Garden Street, Mount Holly, NJ 08060 ("the Client")

WHEREAS, the Client seeks to engage Virtua to provide Occupational and Employee Health services:

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, the parties, intending to be legally bound, agree as follows:

I. SCOPE OF SERVICES

- A. Virtua agrees to provide the Client with the Services, included in but not limited to, the Services described in Attachment A, which is incorporated by reference herein.
- B. Virtua will perform the services requested by the Client. However, neither Virtua nor any of its employees or consultants is obligated to complete any services or perform any testing on any individual who refuses to give consent, or who is violent or threatens physical violence.
- C. The Client agrees to provide Virtua an Authorization for Services form for each employee visit. An example of this form is included as Attachment B. This form will be provided to the Client by Virtua upon execution of this Agreement and will be specific to this individual client's requested services.
- D. Services may be added during the term of this Agreement upon written request by the Client. An Amendment and revised Attachment A will be sent for signature adding the new services to this Agreement. Upon receipt of the signed Amendment and Attachment A, a new Attachment B will be forwarded to the Client.
- E. Virtua will provide the appropriate clearances and/or reports to the designated personnel either via confidential fax number provided by the Client or in an envelope clearly marked "Confidential".
- F. Virtua shall maintain the medical records on each individual for whom it provides services or conducts testing at Virtua at Work, and any such records shall be the property of Virtua at Work. The medical records shall be maintained in the manner prescribed by state or federal law.

II. COMPENSATION.

- A. The Client will pay for all services rendered by Virtua under this Agreement in accordance with the fee schedule set forth in Attachment A and as may be modified pursuant to Section III (A)
1. Virtua will provide an invoice to the Client for services rendered on a monthly basis with payment to be made within thirty (30) days of invoice date.
 2. Invoices will be set forth the company name, account number, and invoice date, and will itemize the services rendered and charges related thereto, and the name, or confidential identifier of the person for whom services were performed.

III. TERM AND TERMINATION

- A. This Agreement shall remain in force and effect from the date of execution until December 31, 2013, unless terminated in accordance with Section III (B) below. It may be renewed by Amendment for successive periods of one (1) year, by mutual agreement of the parties herein, with the exception of the fee structure set forth in Attachment A, which is subject to renegotiation on an annual basis.
- B. Either party may terminate this Agreement, with or without cause, provided that the terminating party gives the other party sixty (60) days prior written notice.
- C. In the event that either party to the Agreement is in breach of its obligations under this Agreement, except for payment obligations pursuant to Sections II of the Agreement, the non-breaching party may provide thirty (30) days written notice to cure the breach. If the breach is not curable within thirty (30) days, is not cured in thirty (30) days, or the breaching party is not diligently working towards curing the breach during the thirty (30) day period, then the non-breaching party may terminate the Agreement immediately upon written notification to the other party.
- D. In the event that the breach is a failure of the Client to comply with its payment obligations pursuant to Sections II of this Agreement, then Virtua may provide fourteen (14) days written notice to cure the breach. If the breach is not cured within the fourteen (14) day period, then Virtua may terminate the Agreement immediately upon written notice to the Client and Virtua may seek whatever legal remedies are available.
- E. The Client will remain obligated to pay Virtua, and Virtua will remain obligated to submit reports, for services rendered up to the date of termination.

- IV. **WAIVER.** No waiver of any breach or failure by either party to enforce any terms or conditions of this Agreement at any time will limit or waive, in any manner, the party's right to enforce or compel strict compliance with every term and condition hereof.
- V. **INDEMNIFICATION.** The Client agrees to indemnify, defend and hold harmless Virtua, its subsidiaries, affiliates and other related entities and their trustees, directors, officers, employees, consultants, and agents from and against all losses, actions, causes of action, claims, costs, including legal fees, and demands whatsoever, whether known or unknown, present or future, based upon, or arising out of or attributable to the negligent performance or non-performance of Client's obligations under this Agreement. Virtua agrees to indemnify, defend and hold harmless the Client, its subsidiaries, affiliates and other related entities and their trustees, directors, officers, employees, consultants, and agents from and against all losses, actions, causes of action, claims, costs, including legal fees, and demands whatsoever, whether known or unknown, present or future, based upon, or arising out of or attributable to the negligent performance or non-performance of Virtua's obligations under this Agreement.
- VI. **COMPLIANCE WITH LAWS.** Virtua and the Client agree that each shall comply with all applicable federal, state, and local labor laws or laws relating to equal opportunity.
- VII. **ASSIGNMENT/DELEGATION.** Neither party may assign or delegate this Agreement or any interest herein or responsibility hereunder without the prior written consent of the other party. Notwithstanding the foregoing, either party may provide notice to the other and assign this Agreement to an affiliate, successor, or parent company but not to a competitor of either party.
- VIII. **CONFIDENTIAL INFORMATION.** All information and data relating to business or operations of Virtua shall not be disclosed to any person (except to those who have a need to know) or entity without the prior written consent of Virtua. Virtua shall comply with all applicable privacy laws.
- IX. **FORCE MAJEURE.** No delay in or failure to perform by either party under this Agreement will be considered to be a breach hereof if and to the extent that such delay or failure is caused by an occurrence or occurrences beyond the reasonable control of the party affected. The foregoing will not be considered to be a waiver of either party's obligations under this Agreement, and as soon as such occurrence or occurrences cease, the party affected thereby will promptly fulfill its obligations under this Agreement which accrued during such occurrence or occurrences.
- X. **COMPLETE AGREEMENT.** This Agreement is the entire agreement between the parties and supersedes all previous agreements or understandings. No additions or changes may be made to this Agreement without the written consent of both parties.

- XI. SEVERABILITY. If any provision of this Agreement is as a matter of law unenforceable, then such provision shall be deemed to be deleted and this Agreement shall otherwise remain in full force and effect.
- XII. NON-EXCLUSIVE. This is a non-exclusive arrangement and both parties may contract with anyone else it so desires.
- XIII. ENFORCEABILITY. In the event that any dispute shall arise with regard to interpretation or performance of any part of this Agreement, all matters in controversy shall be governed by New Jersey Law.
- XIV. ARBITRATION. In the event that any dispute shall arise with regard to interpretation or performance of any part of this Agreement, all matters in controversy shall be submitted to the American Arbitration Association in order to give full effect to the intentions of the parties. The parties hereto shall be bound by the decision of the arbitrator(s) and shall accept any decision by the arbitrator(s) as a final and binding determination of the matter in dispute. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof and the prevailing party in an arbitration proceeding will be entitled to reimbursement of reasonable attorney's fees and expenses.
- XV. ACCESS TO BOOKS AND RECORDS. If and to the extent required by Section 1395x(v)(1)(J) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, the Client shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided to it under this Agreement.
- XVI. NON-DISCRIMINATION: The parties during the term of this Agreement shall not unlawfully discriminate against any employee, resident, medical staff member, applicant or patient because of disability, race, color, religion, sex, sexual orientation, age, marital status, or national origin.
- XVII. GOVERNING LAW. This Agreement shall be governed and interpreted according to the laws of the State of New Jersey where the services are being provided and without regard to choice of law principles.

XVIII. SURVIVAL. Paragraphs III, VII, X, XV, XVI and XVII above shall survive the termination of this Agreement.

XIX. NOTICES. Any notice given in connection with this agreement are deemed effective upon receipt by Certified Mail, Return Receipt Requested. Postage Prepaid to:

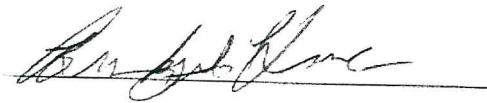
To: Virtua at Work
401 Route 73 North
50 Lake Center Drive, Suite 402
Marlton NJ 08053

With copy to:
Virtua Health, Inc.
Office of Corporate Counsel
401 Route 73 North
50 Lake Center Drive, Suite 403
Marlton, NJ 08053

To: Client Name and Address

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 6th
day of February, 2013.

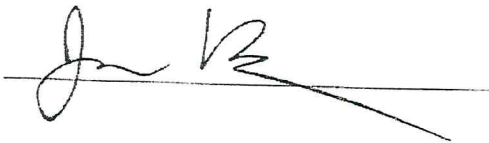
ATTEST:



VIRTUA HEALTH, INC.



ATTEST:



THE CLIENT





Renewal: 1/1/2016 – 12/31/2016

Occupational & Employee Health Services – Attachment A

	<u>Base Price</u>	<u>Discounted Price</u>
<u>Firefighter Pre-Placement Physical</u>	\$ 73.55	\$ 55.00
<i>(Physical includes exam, health/hx, vision (color & distance), height weight & vitals)</i>		
Respiratory Questionnaire & Review	\$ 22.70	<i>(waived when included with physical)</i>
Respiratory Fit-	\$ 28.45	\$ 28.45
Urinalysis (Micro)	\$ 35.25	\$ 35.25
Venipuncture	\$ 3.25	\$ 3.25
CBC with Diff	\$ 17.05	\$ 11.80
Chemistry Profile (Chem 20)	\$ 37.50	\$ 20.00
Lipid Profile (PA)	\$ 26.85	\$ 26.85
Pulmonary Function Test with Spirometry	\$ 55.25	\$ 20.00
Audiometric Test	\$ 29.25	\$ 17.75
EKG	\$ 45.40	\$ 45.40
<u>Firefighter Annual Physical</u>	\$ 73.55	\$ 55.00
<i>(Physical includes exam, health/hx, vision (color & distance), height weight & vitals)</i>		
Urinalysis (Micro)	\$ 35.25	\$ 35.25
Venipuncture	\$ 3.25	\$ 3.25
CBC with Diff	\$ 17.05	\$ 11.80
Chemistry Profile (Chem 20)	\$ 37.50	\$ 20.00
Lipid Profile (PA)	\$ 26.85	\$ 26.85
Audiometric Test	\$ 29.25	\$ 17.75
EKG	\$ 45.40	\$ 45.40
<u>Optional Services</u>		
PPD & PPD Read	\$ 13.65	\$ 11.00
TDAP	\$ 44.45	\$ 44.45
Hepatitis B Titre	\$ 28.45	\$ 28.45
Hepatitis B Vaccine (Series of 3)	\$186.75	\$186.75
Chest X-Ray (2-View)	\$ 73.55	\$ 73.55
Stress Test (If medically indicated)	\$634.20	\$400.00

Company Name: Mount Holly Fire District No. 1

Date: 3/23/2016

Initials: