

**Resolution 16-001**

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT FOR PROFESSIONAL SERVICES TO VALLEY HEALTH MEDICAL GROUP**

**WHEREAS**, there exists a need for the Rockaway Valley Regional Sewerage Authority (RVRSA) to engage services to coordinate alcohol and drug testing; and

**WHEREAS**, Valley Health Medical Group, 15 Essex Road, Suite 504, Paramus, NJ 07652 has submitted a contract for the performance of said services; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq.) authorizes contracts for the provision of "Professional Services" which may be awarded without public advertising and competitive bidding therefore provided a brief notice of the award is published and that the resolution and contract are kept on file and available for public inspection; and

**WHEREAS**, funds will be provided for these purposes at line item 01-501-120, and

**NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The Executive Director is authorized to execute an agreement with the firm of Valley Health Medical Group to provide professional services with respect to alcohol and drug testing services in accordance with the attached proposal for same dated December 1, 2015.
2. A copy of this Resolution shall be available for public inspection at the offices of the RVRSA at 99 Greenbank Road, Parsippany, New Jersey.
3. Notice of Contract Award shall be published in the Daily Record as required by law within ten (10) days of its execution.
4. The Contract value of the service shall not exceed \$1000.00

I hereby certify that this Resolution was adopted at a meeting of the Rockaway Valley Regional Sewerage Authority held on: January 14, 2016

On motion of: Glenn Corbett

Second by: Michael Guadagno

And a Roll Call vote as follows:

Yeas: (9) Andes, Cegelka, Corbett, Guadagno, Lowell, Recchia, Rossi, Schorno, Secco

Nays: (0) None

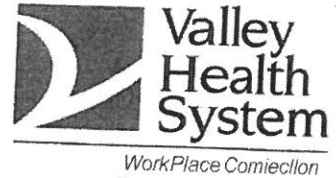
Abstain: (1) Vincitore

Absent: (0) None

A handwritten signature in cursive script that reads "Michael Guadagno". The signature is written in black ink and is positioned above the printed name and title.

Michael Guadagno

Board Secretary



RECEIVED

L11:L102015

R.V.R.S.A.

15 Essex Road, Suite 506  
Paramus, NJ 07652  
207-291-6120  
7-800-637-1136  
207-297-6092/ax  
[www.WorkPlaceConnection.com](http://www.WorkPlaceConnection.com)

December 1, 2015

Ms. Joanne Mondsini  
Rockaway Valley Regional Sewerage Authority  
RD #1, 99 Green Bank Rd.  
Boonton, NJ 07005

Dear Employer,

Attached you will find our Drug and Alcohol Testing Agreement for your AUTHORITY, which is effective January 1, 2016 - December 31, 2016.

Please complete the contact information on page 8 and sign and date on page 9. Return entire agreement to us by **January 4, 2016** at the above address, Attn: Paul Gresko.

Thank you again for the opportunity to work with you.

If you have any questions, please feel free to call me at 201-291-6047.

Sincerely,

A stylized, handwritten signature in black ink that reads 'f?J'.

Paul Gresko  
Director,  
Occupational Health Services

PG/nh  
encl.

## AGREEMENT

### ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between Valley Medical Group (VMG) ("PROVIDER"), a professional Company having its principal place of business at 15 Essex Road, Suite 506, Paramus, New Jersey 07652, and Rockaway Valley Regional Sewerage Authority ("AUTHORITY"), a AUTHORITY having its address at RD # 1, 99 Green Bank Rd., Boonton, NJ 07005 on this date of January 1, 2016, which shall hereinafter be referred to as the execution date of this Agreement.

#### ***WHEREAS:***

PROVIDER provides alcohol and drug testing services to companies to support workplace alcohol and drug testing programs and policies;

The AUTHORITY has a policy for alcohol and drugs abuse testing of applicants and/or employees and requires alcohol and drug testing services from PROVIDER.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual promises, covenants, and Agreements contained herein, the parties agree as follows:

#### **SCOPE OF SERVICES**

Alcohol tests are tests performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.

Drug tests are tests performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.

DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, are tests performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements.

The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations.

The following services are included in the per driver fee:

- Random
- Post Accident
- Reasonable Suspicion
- Return to Duty

All other testing will be done on a fee for service basis.

### **PROVIDER RESPONSIBILITIES**

PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the AUTHORITY. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.

PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the AUTHORITY.

#### FIVE YEARS

- Alcohol tests ;:0.02, positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable
- Medical explanations of inability to provide specimens
- Calibration documentation for EBTs
- Substance abuse professional evaluations & related information

#### TWO YEARS

- Supervisory training BAT and drug screen collector training/certification
- Logbooks for drug and alcohol testing, if used
- Random selection records
- Agreements: testing - collection, laboratory, MRO, consortium

#### ONE YEAR

- Negative/canceled drug test results: alcohol test results < 0.02

Other (specify)

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PROVIDER will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit

PROVIDER from releasing, to AUTHORITY, it's agents or to officials of the DOT/FTA or DOT/FTA operating agency, or any State or local officials with regulatory AUTHORITY over the testing program, individual test results, or from releasing individual test results or related information to comply with requests resulting from a legal action, including but not limited to, unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

PROVIDER will make available to AUTHORITY, at location(s) of AUTHORITY's choosing, and at reasonable expense to AUTHORITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for AUTHORITY, except records containing confidential medical information, within two business days of notification by AUTHORITY of such request.

Reporting of results to AUTHORITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

### **AUTHORITY RESPONSIBILITIES**

AUTHORITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of AUTHORITY .

AUTHORITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.

AUTHORITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.

AUTHORITY will notify PROVIDER of any responsibilities with regard to the AUTHORITY's Employee Assistance Program as it relates to alcohol and drug testing.

AUTHORITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to AUTHORITY officials with a business need for the information only.

AUTHORITY authorizes PROVIDER to request specific information or to order additional tests as necessary or appropriate related to tests performed for AUTHORITY; AUTHORITY agrees to pay for additional costs and charges related to such information requests or additional testing performed .

AUTHORITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by AUTHORITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

AUTHORITY acknowledges that alcohol testing results 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively .

**ASSIGNED RESPONSIBILITIES**

AUTHORITY and PROVIDER agree that responsibility for the following procedures and services are as designated below. The designee for each procedure or service agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

Selection/provision of alcohol testing services    AUTHORITY \_\_\_\_\_ PROVIDER   X   NOT APPLICABLE \_\_\_\_\_

Selection/provision of drug testing collections    AUTHORITY \_\_\_\_\_ PROVIDER   X   NOT APPLICABLE \_\_\_\_\_

Selection/provision of drug testing laboratory services    AUTHORITY \_\_\_\_\_ PROVIDER   X   NOT APPLICABLE \_\_\_\_\_

Random selection for drug and/or alcohol testing    AUTHORITY \_\_\_\_\_ PROVIDER   X   NOT APPLICABLE \_\_\_\_\_

Other (specify): \_\_\_\_\_  
\_\_\_\_\_ AUTHORITY \_\_\_\_\_ PROVIDER \_\_\_\_\_ NOT APPLICABLE \_\_\_\_\_

Other (specify): \_\_\_\_\_  
\_\_\_\_\_ AUTHORITY \_\_\_\_\_ PROVIDER \_\_\_\_\_ NOT APPLICABLE \_\_\_\_\_

Additional:

**FEES AND PAYMENT**

Fees for services provided by PROVIDER to AUTHORITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.

**FEE CHANGES**

The price for services rendered under this Agreement will not change unless PROVIDER notifies AUTHORITY in writing sixty (60) days in advance of a price change. If AUTHORITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then current price for the duration of the Agreement, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.

### **SIGNIFICANT CHANGES IN SERVICES PROVIDED**

If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement.

### **PAYMENT**

PROVIDER will invoice AUTHORITY for all services provided on a quarterly basis. Quarterly payment schedule will be based on the number of drivers on the list provided by the AUTHORITY on January 1<sup>st</sup> of the contract year. Reconciliation will be done in the first quarter of the following year based on the number of drivers on the list provided by the AUTHORITY in the fourth quarter of the contract year. Payment terms are net thirty (30) days after the date of any invoice. In the case of failure of AUTHORITY to make timely payments, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

### **GENERAL TERMS AND CONDITIONS**

#### **TERM**

The term of this Agreement shall be for a period of one (1) year commencing on January 1, 2016, and terminating on December 31, 2016. The responsibilities and obligations and liabilities shall survive the term of this Agreement.

### **INDEPENDENT CONTRACTORS**

Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

### **RESPONSIBILITY FOR AUTHORITY POLICY AND PROGRAM**

The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that AUTHORITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the AUTHORITY under the AUTHORITY's substance abuse policy.



## **SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 30-business day's notice by the terminating party.

## **FORCE MAJEURE**

In no event shall PROVIDER have any responsibility or liability to AUTHORITY for any failure or delay in performance by PROVIDER which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond the reasonable control of PROVIDER. Such causes and circumstances shall include but are not limited to acts of God, acts of AUTHORITY, acts, rules or regulations or orders of any governmental AUTHORITY or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond PROVIDER's reasonable control.

## **WAIVER**

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

## **INDEMNIFICATION**

AUTHORITY shall indemnify, defend and hold harmless PROVIDER, PROVIDER's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the AUTHORITY, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of AUTHORITY or AUTHORITY's employees, agents, or related personnel. AUTHORITY agrees to indemnify and hold harmless PROVIDER, its parents, subsidiaries, and affiliates from any loss, damage, or claim brought by third parties (including AUTHORITY's tested individuals) resulting from any willful or negligent act or omission on the part of AUTHORITY or AUTHORITY's representatives.

PROVIDER shall indemnify, defend and hold harmless AUTHORITY, AUTHORITY's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of PROVIDER, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of PROVIDER or PROVIDER's employees, agents, or related personnel.

PROVIDER agrees to indemnify AUTHORITY from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by PROVIDER or PROVIDER's employees, agents, or related personnel.

### **GOVERNING LAW**

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles.

### **ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between PROVIDER and AUTHORITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and AUTHORITY.

### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

- A. AUTHORITY agrees to comply with all federal laws and regulations applicable to the Health Insurance Portability and Accountability Act (HIPAA).
- B. In compliance with HIPAA, AUTHORITY shall execute a Business Associate Agreement, if applicable, in a form prescribed by the PROVIDER.

### **JEOPARDY**

- A. If as a result of a change in law or regulation or a judicial or administrative decision or interpretation, the performance by either Party hereto of any provision of this Agreement should jeopardize the licensure of the PROVIDER, the PROVIDER's participation in Medicare, Medicaid, Blue Cross or other reimbursement or payment programs or constitute a violation of any statute, regulation or ordinance or be deemed unethical by any recognized agency or association in the medical field, the PROVIDER may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not reached within thirty (30) days of such request, terminate this Agreement immediately.
- B. The AUTHORITY certifies that it and its employees will comply with all federal and state laws including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA), Medicare and Medicaid. The AUTHORITY agrees to irruediately report to the PROVIDER if: (1) the AUTHORITY, and/or its employees, violates any federal or state healthcare law, regulation or policy; (2) the AUTHORITY, and/or its employees, becomes aware of any inquiry or investigation by the government of the AUTHORITY, or its employees; or (3) the AUTHORITY, and/or its employees, is excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

**NON-DISCRIMINATION**

Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq. and of the New Jersey Law Against Discrimination.

**NOTICE**

Whenever, under the terms of this Agreement, notice is required or permitted to be given by either Institution to the other Institution, such notice shall be deemed to have been sufficiently given if written, deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the Institution to whom it is to be given at the address hereinafter set forth. Either Institution may change its respective address by written notice in accordance with this Paragraph.

If to the VMG:

Paul Gresko  
Director, OHS

With a copy to:

Robin Goldfisher  
VP, Legal Affairs

If to AUTHORITY :

With a copy to:

**AMENDMENTS**

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Institutions.

**BINDING EFFECT: ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect.

**HEADINGS**

The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.



FEE SCHEDULE

BUNDLED PRICES FOR SERVICES

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

AUTHORITY agrees to pay PROVIDER \$ ~~66.00~~ per driver for DOT drug test (UDS) and DOT alcohol test (BAT)

AUTHORITY agrees to pay PROVIDER \$ 100.00 per DOT physical

AUTHORITY agrees to pay PROVIDER \$ 40.00 per DOT follow-up physical

AUTHORITY agrees to pay PROVIDER \$ ~~160.00~~ per split sample test

AUTHORITY agrees to pay PROVIDER \$ 180.00 per post accident On- Site service

AUTHORITY agrees to pay PROVIDER \$ ~~67.00~~ per non-covered UDS

AUTHORITY agrees to pay PROVIDER \$ 55.00 per non-covered BAT

Above Fee to include:

- Required Safety Sensitive Supervisor Training.
- Required Blind Specimen Designation.
- Required Driver Information Packets.
- Required Certified MRO Services.

Charge *includes* periodic *random* selection of employees, (50% UDS per yr, 25% BAT per yr) all MRO services, Collection Sites, Record back-up, semi-annual laboratory reports as well as *unlimited* Supervisor training instruction, and 800 Hot-Line numbers for Post Accident Collection Sites or On-Site Post Accident Services. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).