

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE January 17, 2023NUMBER 44-2023

**TITLE: A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO OCCUPATIONAL HEALTH CENTERS OF NEW JERSEY, P.A. d/b/a CONCENTRA MEDICAL CENTERS, 375 MCCARTER HIGHWAY, NEWARK, NEW JERSEY 07114-2562 TO ADMINISTER AND PROVIDE EMPLOYMENT MEDICAL EXAMINATIONS FOR THE PERIOD OF JANUARY 1, 2023 TO DECEMBER 31, 2023 IN AN AMOUNT NOT TO EXCEED \$70,000.00**

WHEREAS, Request for Qualifications for a provider to administer and provide employment medical examinations was publicly advertised in the Orange Transcript, Star Ledger and the City of Orange Website on September 22, 2022 with a deadline for qualifications to be submitted by October 28, 2022; and

WHEREAS, one (1) proposal was received from the following vendor:

**Occupational Health Centers of New Jersey, P.A.  
d/b/a Concentra Medical Centers  
375 McCarter Highway  
Newark, N.J. 07114-2562**

WHEREAS, the Qualified Purchasing Agent for the City of Orange Township did duly examine and study the bid; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto certifying that funds will be available for this purpose in Account No. 3-01-20-102-000-519, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract Occupational Health Centers of New Jersey, P.A. d/b/a Concentra Medical Centers.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Orange Township, New Jersey, as follows:

1. The Mayor and the City Clerk are hereby authorized and directed to execute a contract in an amount not to exceed \$70,000.00 with Occupational Health Centers of New Jersey, P.A. d/b/a Concentra Medical Centers, 375 McCarter Highway, Newark, New Jersey 07114-2562.
2. That the Agreement herein and this resolution is contingent upon certification of funds and appropriate funding to render payment for the services provided herein.

ADOPTED: **January 17, 2023**

\_\_\_\_\_  
Joyce Lanier  
Municipal Clerk

\_\_\_\_\_  
Tency A. Eason  
Council President

## **AGREEMENT FOR MEDICAL SERVICES**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF ORANGE TOWNSHIP, a municipal corporation of the State of New Jersey, having its principal office at 29 North Day Street, Orange, New Jersey 07050 (hereinafter referred to as “City”) and Occupational Health Centers of New Jersey, P.A. d/b/a Concentra Medical Centers, 375 McCarter Highway, Newark, N.J. 07114-2562.

### **RECITALS**

**WHEREAS**, Concentra is in the business of providing certain healthcare services through its employees, and/or its designated affiliates and associations as more fully defined herein, including those services as described on Exhibit “A” attached hereto (the “Services”) at a Concentra business location; and

**WHEREAS**, Client desires to engage Concentra, and Concentra desires to accept such engagement, to provide the Services, on the terms and conditions set forth in this Agreement and attached proposal.

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

### **AGREEMENT**

**1. Compensation**

(a) Client shall pay Concentra in accordance with the fee schedule annexed to this Agreement as Exhibit “A”. Concentra shall remit payment to Concentra within thirty (30) days of receipt of invoice.

(b) If Client and/or Concentra determine(s) that a change to this Agreement’s Scope of Services is required, then such change to the Scope of Services must be provided by written amendment executed by both parties. The written amendment shall include any change in the Fees associated with any such change to the Scope of Services.

**2. Term and Termination**

**2.1** The initial term of this Agreement (the “Initial Term”) shall be in accordance with the attached resolution commencing on the Effective Date.

**2.2** Either party may terminate this agreement for convenience by providing the other party a thirty (30) day written notice of its intent to terminate.

**3. Compliance with Laws.** In the performance of its duties and obligations pursuant to this Agreement, Concentra shall comply with all laws, rules, and regulations applicable to law or regulation.

**4. Nature of Relationship.** Concentra shall perform this Agreement as an independent contractor to Client and, except as specifically provided in this Agreement, Concentra shall be solely responsible for the means and methods used to perform its obligations to Client. Concentra and Client specifically acknowledge and agree that all individuals who will be performing services hereunder are agents or employees of Concentra and not of the Client. Nothing in this Agreement is intended or shall be construed

to create a joint venture, agency, partnership, employer/employee relationship or any legal or equitable relationship other than that of client and independent contractor.

This Section 4 shall survive the termination of this Agreement.

## **5. Confidentiality.**

(a) The parties recognize and acknowledge that in the course of performing their duties and obligations under this Agreement the parties may have access to the other party's trade secrets and confidential or proprietary information (the "Confidential Information") including, but not be limited to, this Agreement and the terms contained herein. Each party hereby agrees that, except when required by law, it will not disclose, in whole or in part, such Confidential Information for its own purposes or for the benefit of any other person, firm, partnership, association, corporation or business organization, entity or enterprise. In connection therewith, each party represents and warrants that any employee or agent of a party that has access to the Confidential Information of the other party has provided reasonable assurances obligating each individual to adhere to and be subject to the terms of this Section 5(a). Both parties shall maintain the confidentiality of medical records generated hereunder in accordance with applicable law and shall protect from disclosure any protected health information, as defined in 45 CFR 164.501, or individually identifiable health information as defined in 45 CFR Parts 160-164 and the federal security standards as contained in 45 CFR Part 164.

(b) The parties agree that, in the event of a disclosure of threatened disclosure of such Confidential Information in a manner inconsistent with the terms of this Agreement, through any means whatsoever, the injured party may terminate this Agreement and may, in addition to any other remedies to which it may be entitled: (i) demand the return of any and all documents or other tangible items which reflect, reveal, disclose, constitute, compromise, or embody such Confidential Information and any or all copies thereof, whereupon the party disclosing, or threatening to disclose, such Confidential Information in a manner inconsistent with the terms of this Agreement shall promptly comply with such demand; (ii) be entitled to institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary and/or permanent injunctive relief to enforce any provision hereof, without the necessity of proof of actual injury, loss or damage; and (iii) recover damages, losses, and expenses of any nature, including without limitation attorneys' fees, arising out of, resulting from or otherwise relating to such disclosure or threatened disclosure. Anything contained in this Section 5(b) to the contrary notwithstanding, each of the parties to this Agreement shall not be required to return or deliver any documents or other tangible items relating to such Confidential information, if such return or delivery would directly violate any express provisions of an applicable order of a court of competent jurisdiction. It is the intention of the parties hereto that, in enforcing the provisions of this Section 5(b), a court may take into consideration, among other factors, each of the parties' interest in maintaining the confidentiality of such Confidential Information. Anything contained in this Section 5(b) to the contrary notwithstanding, the provisions of this Section 5(b) are not intended to cover information, which is in the public domain or becomes generally known.

This Section 5 shall survive the termination of this Agreement.

## **6. Indemnification.**

(a) Each party shall indemnify, defend, and hold harmless the other party, and such other party's officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorney's fees), arising out of or in connection with the negligence or misconduct of the indemnifying party in performance of its duties and obligations pursuant to this Agreement.

(b) The party seeking indemnification shall promptly in writing the party from whom indemnification is sought of any claim asserted against it for which such indemnification is sought, and shall promptly deliver to the party from whom indemnification is sought a true copy of any such claim including, but not limited to, a true copy of any summons or other process, pleading, or notice issued in any lawsuit or other proceeding to assert or enforce such claim. An indemnifying party hereunder reserves the right to control the investigation, trial, and defense of such lawsuit or action (including all negotiations to effect settlement) and any appeal arising therefrom and to employ or engage attorneys of its own choice.

(c) The party seeking indemnification may, at its own cost, participate in such investigation, trial, and defense of such lawsuit or action and any appeal arising therefrom. The party seeking indemnification and its employees, agents, servants, and representatives shall provide full reasonable cooperation to the indemnifying party at all times during the pendency of the claim or lawsuit, including without limitation, providing them with all available information under the control of the party seeking indemnification or its employees, agents, servants or representatives with respect thereto.

This Section 6 shall survive the termination of this Agreement.

## 7. Medical Records.

(a) Custodian. Concentra shall serve as the custodian of medical records created at the clinic during the term of this Agreement. Concentra, as custodian of records shall abide by all local, state, and federal requirements for such record retention during and after the term of this Agreement. Concentra shall also abide by all applicable laws related to Concentra and the medical service record retention. Client acknowledges that Concentra will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order, or business affidavit, as applicable).

(b) Access. Client understands and acknowledges that the Client is not entitled to access any patient medical records except to the extent allowed by law. Concentra is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Concentra may only disclose protected health information as authorized by and to the extent allowed by law.

(c) Retention and Destruction. Upon the termination of this Agreement for any reason, Concentra shall maintain all records created against the statutory and regulatory requirements. Should Client request records be maintained by Concentra beyond any state, local or federal rule due to an ongoing audit or legal matter, then Client shall be invoiced for such retention for as long as such records are retained until written notice from Client to destroy such retained records.

This Section 7 shall survive the termination of this Agreement.

8. Audit. Upon Client providing thirty (30) days advance written notice to Concentra, Client may inspect the books, procedures, and records of Concentra (excluding financial data and Confidential Information) to monitor compliance with this Agreement. Any such audit shall be at Client's sole expense. Client shall pay all reasonable fees incurred by Concentra to complete the audit (including, but not limited to, reasonable copy charges, and Concentra employees to provide requested materials for such audit), to be invoiced as a separate line item on the next monthly billing statement as a standard Service provided under this Agreement.

9. Breach. If either party commits a material breach of its obligations under this Agreement, other than a breach of a payment obligation, the non-breaching party will provide thirty (30) days written notice describing the material breach to the breaching party. The breaching party will have thirty (30) days to cure

such breach. If the breach is not cured within such period, then the party not in breach may terminate this Agreement upon thirty (30) days' prior, written notice to the other party

**10. Miscellaneous.**

(a) Entire Agreement; Amendment. All exhibits referenced in this Agreement ("Exhibits") shall be attached and incorporated herein. This Agreement and all Exhibits contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, and arrangements, written or oral, between the parties hereto regarding the subject matter hereof. Only a written instrument executed by both parties may amend this Agreement.

(b) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been properly given: (i) when personally delivered; (ii) if sent via overnight delivery by a nationally recognized overnight carrier, upon the delivery date; or (iii) if sent by United States mail, three (3) business days after deposit in postage prepaid, certified or registered mail, to the following respective addresses (or to such other address or addresses as either party may designate writing):

Concentra: Occupational Health Centers of New Jersey, P.A.  
d/b/a Concentra Medical Centers  
375 McCarter Highway  
Newark, N.J. 07114  
Attn: Legal Contracts

Client: City of Orange Township  
29 N. Day street  
Orange, N.J. 07050  
Attention: Business Administrator

(c) Adequate Assurances. If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, Concentra may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides such assurances in a reasonable time and manner acceptable to rights and remedies available, Concentra may in its sole discretion: (a) partially or totally suspend its performance of Services while awaiting assurances from client, without any liability; and/or (b) require payment from Client in advance for Services not yet provided, without any liability.

(d) Force Majeure. Neither party shall be liable for failure to perform any duty or obligation that either may have under this Agreement where such failure has been occasioned by any act of God, fire, inevitable accident, war, or any cause outside the reasonable control of the party who had the duty to perform.

(e) Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right, nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

(f) Assignment: Binding Effect. Neither party may assign this Agreement to any other person or entity without the prior written consent of the other party; provided however that Client acknowledges that certain professional Services to be rendered by Concentra may be rendered by a professional association affiliated with Concentra. Notwithstanding anything contained herein to the contrary, either party may assign this Agreement, without consent, to the surviving entity in the event of a merger or sale

of substantially all the assets. Either party may assign this Agreement to a subsidiary or affiliate upon written notice to the other party. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors and assigns.

(g) 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 that 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 remaining Term unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

(h) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which the Services are performed, without regard to conflict/choice of law principles.

(i) Legislative Modification. Notwithstanding any other provision to the contrary: (a) in the event that any federal, state, or local law, rule, regulation, or interpretation thereof at any time during the Term of this Agreement prohibits, restricts, or in any way materially changes the method or amount of reimbursement or payment for Services under this Agreement, then this Agreement shall, in good faith, be amended by the parties to provide for payment of compensation in a manner consistent with any such prohibition, restriction, or limitation; and (b) with respect to any law, rule, regulation, or interpretation thereof which results in a material increase in the cost of Services provided by Concentra hereunder, Concentra shall have the right to increase its fees to reach that level of prices at which it is willing to provide Services hereunder. With respect to any other prohibition, restriction, or change that causes this Agreement to be impermissible or materially different in its effect than contemplated herein, the parties hereto will, in good faith, negotiate and amend this Agreement to cause their relationship to be as consistent as possible with that which is created herein; if this Agreement is not so amended in writing prior to the effective date of said prohibition, restriction, or change, either party may terminate this Agreement upon advance written notice to the other party.

(j) Corporate Authority. Each party represents and warrants that it has the requisite corporate power and authority to enter into this Agreement, to engage the other in the performance set forth herein, and to perform its obligations hereunder. The execution, delivery and performance by each party of this Agreement have been duly authorized by all requisite corporate action on the part of each party respectively.

(k) Publicity. Each party shall request prior written approval for any advertising, written sales promotions, tours, press releases and other publicity matters relating to this Agreement or in which the other party's name is mentioned. However, either party may, without prior written approval of the other party, include the other party's name and a factual description of the work performed under this Agreement in its lists of references and in the experience section of proposals to third parties, in internal business planning documents, in its annual report to shareholders, and whenever required for legal, accounting or regulatory purposes.

Agreement Structure. This Agreement is the result of an arm's length negotiation between the parties and each of the parties has agreed to the use of the particular language on this Agreement. The parties further acknowledge that any questions of doubtful or unclear interpretations are not to be resolved.

(l) by any rule or interpretation against the drafters, and that each party has participated in drafting this Agreement. Accordingly, this Agreement is to be construed without regard to the party or parties responsible for its drafting or preparation.

(m) Counterparts. This Agreement may be executed in counterparts and delivered to each of the parties by facsimile. Facsimile, photocopy, or electronic signatures are deemed an original instrument, but all such counterparts taken together constitute on and the same agreement.

Order of Precedence. In the event of conflicts or discrepancies among this Agreement and other documents used in setting forth the services and fees, interpretations will be based on the following priorities, from highest to lowest: this Agreement; the Exhibits attached to this Agreement; any PO or Change.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF ORANGE TOWNSHIP

By:

\_\_\_\_\_  
Dwayne D. Warren, Esq., Mayor

ATTEST:

\_\_\_\_\_  
Joyce Lanier, Municipal Clerk

OCCUPATIONAL HEALTH CENTERS  
OF NEW JERSEY, P.A. d/b/a  
CONCENTRA MEDICAL CENTERS

By: \_\_\_\_\_

Approved as to form and sufficiency:

\_\_\_\_\_  
Gracia Robert Montilus  
City Attorney

CITY OF ORANGE TOWNSHIP  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
NEXT BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2023 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract with:

Vendor Name: Concentra Medical Centers  
Address: 375 McCarter Highway

City: Newark  
State: New Jersey  
Zip Code: 07114-2562

Purpose: Employment medical examinations  
Vendor ID: CONCE015

Temporary Budget: \$ 17,500.00  
Fund: Current Fund  
Line Description ADM - Administration - Professional Services  
Account Numbers(s): CY'23 3-01-20-102-000-519

The remainder of: \$ 52,500.00  
will be provided in  
Fund: Current Fund  
Line Description ADM - Administration - Professional Services  
Account Numbers(s): CY'23 3-01-20-102-000-519

Purchase Order # : 23-00065

Amount not to exceed: \$ 70,000.00

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Division Head

Date

*Nile Clements*

1/9/2023

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Chief Financial Officer

Date



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF ORANGE TOWNSHIP, NEW JERSEY**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To Ordinance §4-70, et seq.  
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Occupational Health Centers of New Jersey, P.A. dba Concentra Medical Centers (Contractor)

has not made and will not make any reportable contributions pursuant to Ordinance 4-70 et seq. that would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dwayne D. Warren, Esq., Mayor	
Hon. Kerry J. Coley	
Hon. Adrienne K. Wooten	
Hon. Tency A. Eason	
Hon. Clifford R. Ross	
Hon. Quantavia L. Hilbert	
Hon. Jamie Summers-Johnson	
Hon. Weldon M. Montague	

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
- Corporation
- Sole Proprietorship
- Subchapter S Corporation
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Ashwin Kansagra, M.D.	4714 Gettysburg Road, Mechanicsburg, PA, 17055

**Part III - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Occupational Health Centers of New Jersey, P.A. dba Concentra Medical Centers

Signed: Ashwin Kansagra, MD, MPH, FACOEM, Title: President

Print Name: Ashwin Kansagra, MD Date: October 28, 2022

Subscribed and sworn before me the 28 day of October, 2022

Tanisha Thompson  
(Affiant)

Tanisha Thompson, Notary  
(Print name & title of affiant) (Corporate Seal)

My Commission expires: 04.16.2025

