



**AGREEMENT FOR PROVISION OF
OCCUPATIONAL HEALTH SERVICES**

THIS AGREEMENT FOR PROVISION OF OCCUPATIONAL HEALTH SERVICES (this "Agreement") is made as of the **January 1, 2023** (the Effective Date) by and between Occupational Health, a program of Penn Medicine Princeton Medical Center, having its principal office at 5 Plainsboro Road, Plainsboro, N.J. 08536 ("Occupational Health"), and **Pennington Borough**, having its principal office at 30 North Main Street, Pennington, N.J. 08534 ("Corporation").

1. Corporation requests Occupational Health provide them with occupational medical services. The services selected by the Corporation and the accompanying prices can be found in Exhibit A.
2. Occupational Health agrees to offer its specialized occupational medical services to Corporation in order to assist Corporation in managing and meeting the medical needs of its occupational population.
3. The occupational medical services requested by Corporation will be provided by Occupational Health at the facilities or locations of Penn Medicine Princeton Medical Center (hereinafter referred to as "Hospital") deemed most appropriate by the professional medical staff of Occupational Health.
4. All services provided under this Agreement will be performed by professionally licensed and/or Hospital credentialed healthcare professionals.
5. All outside referrals for services provided under this Agreement will be coordinated by the Medical Director of Occupational Health.
6. Occupational Health departmental operating hours are Monday through Friday, 8:00 A.M. until 4:30 P.M. except for specific holidays. See Appendix B for holiday closing schedule. Medical emergencies, which require attention outside of these hours, will be treated 24 hours a day, seven days per week, through the Emergency Services Department of the Hospital. After regular business hours, it is strongly recommended that the Emergency Services Department be called prior to arrival. Individuals seeking emergency services must clearly identify themselves as Occupational Health clients and possess the appropriate paperwork prior to treatment. Additional emergency fees will be incurred as a result of being treated on an emergency/after-hour basis.
7. Any additional and/or necessary testing or treatment, not stated in this contract, will be billed at the current market price.
8. Invoices for payment for services rendered under this Agreement will be sent by Occupational Health to Corporation on a monthly basis.
9. Corporation agrees to pay for services rendered within 30 days of receipt of the invoice.
10. This Agreement shall not be assigned.

Princeton Medical Center

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11. This Agreement shall be in effect through December 31, 2023, subject to the parties' termination rights set forth herein and subject to renewal as herein provided. This Agreement shall automatically renew each January 1 of each calendar year. The "written notice" referred to herein shall be given either personally or by registered mail to the party at the address set forth above. Any notice shall be deemed to have been given on the date of receipt.
12. Either party shall have the right to terminate this Agreement, with or without cause, upon sixty- (60) day's prior written notice to the other party.
13. The service fees agreed to in this contract are subject to increase in order to reflect current market prices. Notice of any pricing change will be mailed to the Corporation, by Occupational Health, at least 30 days prior to any rate change. This notice is in addition to any Annual Renewal Term price changes. Notice will serve as an addendum to this contract and will be valid once signed by both parties. Services will then be billed according to new Occupational Health rates.
14. This Agreement contains the entire Agreement between the parties. The provisions of this Agreement may be amended or waived, but only if such amendment or waiver is in writing and signed by all parties to this Agreement.
15. After the signing of this Agreement and prior to beginning referrals, the Director and/or Customer Relations Manager of Occupational Health will discuss with the Corporation's designee all Occupational Health/Emergency Services Department referral protocols.
16. Occupational Health observes holidays during the calendar year. Please see Exhibit B for a listing of the holidays, the days that Occupational Health will not be open for business, and any other scheduled closings.
17. All notices referred to herein shall be delivered either personally or by registered mail, postage prepaid, addressed to the party as first set forth above. Such notices shall be deemed delivered on the date delivered, if delivered personally, or three business days after being sent, if sent by registered mail.
18. Corporation shall indemnify Occupational Health and its trustees, officers, agents and employees ("Indemnitees") and hold Indemnitees harmless from and against any and all liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other expenses of litigation) incurred by Occupational Health, arising from the provision of occupational medical services in accordance with this Agreement and occurring as a result of the negligence, recklessness or willful misconduct of Corporation, its trustees, officers, agents and employees.

Penn Medicine Princeton Health

Pennington Borough

James Demetriades
Chief Executive Officer

Date

Date

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Penn Medicine Princeton Health complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

ATENCIÓN: Si habla español, servicios gratuitos de asistencia del lenguaje están disponibles para usted. Llame al 1-609-853-7490.

请注意: 如果您讲中文, 您可以免费获得语言协助服务。请致电 1-609-853-7490。



EXHIBIT A

Description of Services and Pricing

<u>Service</u>	<u>Charge</u>
Department of Transportation (DOT) Substance Abuse Testing	
Substance Abuse Testing Randomization Program	\$1500.00/annual flat fee
• Applies to DOT job categories	
DOT Drug Screen (with confirmation and MRO Service)	\$68.00
Breath Alcohol Test	\$75.00
Breath Alcohol Test Confirmation (if required)	\$150.00
Services by Corporation Request	
Return to Work Evaluation	\$115.00
Fitness for Duty Evaluation	\$175.00

Penn Medicine Princeton Medical Center Occupational Health is available to provide additional services.

*If you would like more information or to discuss additional services, please contact
Kristen Goehrig - Customer Relations Manager at 609.853.7477 or
kristen.goehrig@pennmedicine.upenn.edu.*

*Thank you for choosing Penn Medicine Princeton Medical Center as your
premier occupational health provider.*

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EXHIBIT B

OCCUPATIONAL HEALTH HOLIDAY SCHEDULE

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

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