Resolution of the City of Atlantic City

No. 572

Approved as to Form and Legality on Basis of Facts Set Forth

Assistant City Solicitor /s/ Karl Timbers

Factual contents certified to by

Director of Human Resources /s/ Shanece Jones

Prepared by City Solicitor's Office

Council Member RANDOLPH presents the following Resolution:

RESOLUTION FOR AN AGREEMENT WITH ATLANTICARE PHYSICIAN GROUP, PA FOR EMPLOYEE EVALUATIONS FOR RETURN-TO-WORK PROGRAM, FITNESS FOR DUTY AND PRE-PLACEMENT/POST OFFER EVALUATIONS IN THE AMOUNT OF $89,750.00

WHEREAS, the CITY OF ATLANTIC CITY requires the services for **PROFESSIONAL SERVICES FOR A ONE (1) YEAR PERIOD FOR EMPLOYEE EVALUATIONS FOR RETURN-TO-WORK PROGRAM, FITNESS FOR DUTY AND PRE-PLACEMENT/POST OFFER EVALUATIONS**; and

WHEREAS, the City has advertised for and received Qualifications for Professional Services under a fair and open process, and received a response from **ATLANTICARE PHYSICIAN GROUP, P.A.**

WHEREAS, this Contract is awarded pursuant to the Fair and Open Process in accordance with the Pay to Play Law (N.J.S.A. 19:44A-20.4 et seq).

WHEREAS, ATLANTICARE PHYSICIAN GROUP, PA completed and submitted a Business Entity Disclosure Certification which certifies that **ATLANTICARE PHYSICIAN GROUP, PA**, has not made any reportable contributions to a political or candidate committee in the City of Atlantic City and/or City Council in the previous one year, and that the contract will prohibit with **ATLANTICARE PHYSICIAN GROUP, PA** from making any reportable contributions through the term of the contract, and

WHEREAS, the Business Disclosure Entity Certification and the Determination of Value shall be placed on file with this resolution; and

WHEREAS, the Local Public Contracts Law (N.J.S.A 48:11-1 et seq.) requires the passage of a resolution authorizing the award of a contract for "professional services" requires that said resolution be publicly advertised.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest an agreement with **ATLANTICARE PHYSICIAN GROUP, P.A.** for the hereinabove purpose, to be approved as to form and execution by the City Solicitor, which contract shall be for a term of one year (1) period from October 1, 2022 to September 30, 2023 for a total sum not to exceed **EIGHTY-NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($89,750.00)**; and

BE IT FURTHER RESOLVED that a Certificate from the Chief Financial Officer has been attached to this Resolution, showing the availability of funds from account no. 2-01-20-105-650-313 $22,437.50 (October 1 - December 31, 2022) and account no. 3-01-20-105-650-313 $67,312.50 (January 1 - September 30, 2023) and specifying the line-item appropriation from the 2022 Budget, to satisfy the aforesaid Agreement. It is understood that this Agreement is contingent upon the passing of the 2023 temporary and permanent budgets. In the event said funds are not appropriated for this Agreement, said Agreement shall become null and void.

kc December 7, 2022 9:32 AM

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCIL MEMBER	AYE	NAY	N.V	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DUNSTON	X						RANDOLPH	X					X
KURTZ	X						SHABAZZ	X					
MARSHALL	X						WEEKES	ABSTAIN					
MORSHED	X				X		ZIA	X					
							TIBBITT, PRESIDENT	X					

X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: SEPTEMBER 21, 2022 Paula Geletei

/s/ Paula Geletei, City Clerk

A-606

THIS AGREEMENT, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, herein referred to as **"CITY"** located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, and **ATLANTICARE PHYSICIAN GROUP, P.A.**, herein referred to as **"MEDICAL PROVIDER"**, located at 2500 English Creek Avenue, Bldg. 500, Egg Harbor Township, New Jersey 08234, hereinafter referred to as the **"MEDICAL PROVIDER"**, pursuant to Resolution No. 572 adopted by City Council on September 21, 2022, a copy of which is attached hereto and made a part hereof.

WITNESSETH,

WHEREAS, the **CITY** has utilized the services of a clinic to perform physical examinations for return to work programs, fitness for duty evaluations, and pre-placement/post offer evaluations together with the necessary laboratory work required for the particular occupation; and

WHEREAS, the City desires to provide a flat amount, which Medical Provider may not exceed; and

WHEREAS, the 'not to exceed' price results in a significant savings to the City, after review of the charges incurred for the examinations performed;

WHEREAS, the **MEDICAL PROVIDER** has undertaken such services and provide the **CITY** with such services from **October 1, 2022 to September 30, 2023** and has agreed after negotiation to provide a discount to these charges.

WHEREAS, the **CITY** believes the **MEDICAL PROVIDER** to be well able to undertake and perform such services for the **CITY** and desires to contract with consultant for the performance of such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

SECTION ONE
WORK TO BE PERFORMED

The work to be performed under this Agreement is as follows:

(A) **ATLANTICARE PHYSICIAN GROUP, P.A.** will perform physical examinations for return to work programs, fitness for duty evaluations, and pre-placement/post offer evaluations together with the necessary laboratory work required for the particular occupation.

(B) All examinations are being completed by physicians who are certified medical review officers. This gives additional credibility to the examination results.

SECTION TWO
CONTRACT PRICE

This contract is not to **EXCEED EIGHTY-NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($89,750.00) for one year payable monthly at the rate of $7,479.16 for an estimated 700 employees.**

The contractor proposes the following fees for services prices:

1. Return to work Examinations: Brief $85.00 Detailed $110.00 Extended $150.00

2. Fitness for Duty Examination: Brief $85.00 Detailed $110.00 Extended $150.00

3. Extended Sick Leave and Transitional Position Evaluations (Police & Fire) $110.00

4. Pre-Placement/Post Offer Evaluations: Category (1) Police $357.00 Fire $382.00
   Uniformed Services-Police and Fire Personnel (Includes SLEO II)

5. Pre-Placement/Post Offer Evaluations: Category (2) Under 40 years of age $85.00
   Lifeguards-New and Returning 40 Years and Older with EKG $142.00

6. Pre-Placement/Post Offer Evaluations: Category(3) $180.00
   All other Civilian Personnel Including Seasonal Physicals

7. Five (5) Panel Urine Non-DOT Drug Testing (Instant) $32.00 Confirmation $36.00

8.	Nine (9) Panel Urine Non-DOT Drug & OxyContin Test	(Instant) $42.00	Confirmation $40.00
9.	DOT Urine Drug Collection		$30.00
10.	Non-DOT Urine Drug Collection		$30.00
11.	DOT Alcohol Test	$36.00/35.00	Confirmation
12.	Non-DOT Alcohol Test	$36.00/35.00	Confirmation
13.	Direct Drug Test Observation		$50.00
14.	Police Personnel Appearance Accommodation		$60.00
15.	TB Skin Test		$20.00
16.	TB Health Questionnaire		$20.00
17.	Chest X-Rays	One (1) View $65.00	Two(2)View $100.00

The Human Resources Department is requesting a one (1) year contract in an amount not to exceed **EIGHTY-NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($89,750.00) for one year payable monthly at the rate of $7,479.17.**

SECTION THREE
CONTRACT PERIOD

CITY retains the services of **MEDICAL PROVIDER** for a period of **ONE (1) YEAR from October 1, 2022 to September 30, 2023.**

SECTION FOR
PAYMENT METHOD

Payment to **MEDICAL PROVIDER** shall be made upon submission of invoices for payment to the Human Resources Director and approval of the same by the Business Administrator. It is expressly understood and agreed that payment of monies authorized under and by this agreement shall only be monies and funds appropriated by

the Council of the City for the purpose of this agreement and paid into the treasury of the city therefore.

SECTION FIVE
STATUS OF MEDICAL PROVIDER

It is expressly understood and agreed by and between the parties hereto that the status of the **MEDICAL PROVIDER** and its employees, officers, and agents shall be that of independent contractors. It is not intended, nor shall it be construed, that the **MEDICAL PROVIDER** or any of its employees, officers and agents is an employee or officer of the **CITY** for any purpose whatsoever.

SECTION SIX
TERMINATION, CANCELLATION, EXPIRATION

The parties agree that either party can cancel this Agreement upon 30 days written notice. At the termination, cancellation or expiration of this Agreement in any manner, the acceptance of final payment by the **MEDICAL PROVIDER** shall be in full satisfaction of all claims against the **CITY** under this Agreement.

SECTION SEVEN
CERTIFICATE OF COMPLIANCE

MEDICAL PROVIDER represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order No. 1 of 1993, and Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of this Agreement.

SECTION EIGHT
ASSIGNMENT

MEDICAL PROVIDER cannot assign its rights or obligations under this Agreement without the prior written consent of the **CITY**.

SECTION NINE
CONFLICT OF INTEREST

The **MEDICAL PROVIDER** covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the within Agreement. The **MEDICAL PROVIDER** further covenants that in the performance of this Agreement no person having any such interest shall knowingly be employed by the **MEDICAL PROVIDER** or its subcontractors.

SECTION TEN
INSURANCE

MEDICAL PROVIDER shall provide, at its own cost and expense, proof of the following insurance to City's Human Resources Director. Failure to provide shall result in default of this contract:

(a) Worker's Compensation: Statutory limits in compliance with the Compensation Law of the State of New Jersey.

(b) General Liability: A minimum limit of liability of One Million Dollars ($1,000,000.00) per occurrence for bodily injury and a minimum of Two Hundred Fifty Thousand Dollars ($250,000.00) per occurrence for property damage, naming **CITY** as additional insured.

The insurance companies providing the above coverages shall have a Best's Rating of B-plus or better, and shall be licensed by the State of New Jersey or shall be a program of self-insurance approved by the New Jersey Healthcare Facilities Financing

Authority. The maintenance of insurance under this section shall not relieve **ATLANTICARE PHYSICIAN GROUP, P.A.** of any liability greater than the insurance coverage.

SECTION ELEVEN
OWNERSHIP OF RECORDS

Subject to HIPAA, all records and data of any kind relating to this Agreement shall belong to **CITY** and shall be surrendered to City's Human Resources Director upon expiration or termination of this Agreement.

SECTION TWELVE
PAY TO PLAY

ATLANTICARE PHYSICIAN GROUP, P.A. must comply with "Local Unit Pay-to-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c. 51) and City of Atlantic City Ordinance No. 11 of 2011 establishing that business entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Atlantic City.

IN WITNESS WHEREOF, the **CITY** has caused the Seal of the City of Atlantic City to be hereto affixed and this Agreement to be signed by the Mayor and attested by the City Clerk thereof, and **ATLANTICARE PHYSICIAN GROUP, P.A.** has caused this Agreement to be executed by its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first below written.

ATTEST:

Paula Geletei

Paula Geletei, City Clerk

CITY OF ATLANTIC CITY

By: _____

Marty Small, Sr., Mayor

Date:

WITNESS:

ATLANTICARE PHYSICIAN GROUP, P.A.

By: _____
Benjamin Negley Vice President

The within Agreement approved as to form and execution.

Date: 12/6/2022

By: _____
Karl Timbers, Esq.
Assistant City Solicitor

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C 17:27

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such 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 or sex. 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.

The contractor or subcontractor, where applicable 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.

The contractor or subcontractor, where applicable, 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.

The contractor or subcontractor where applicable, 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2.**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex; and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable law and applicable Federal court decisions.

In conforming with the applicable targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company Name: AtlantiCare Physician Group

Name: Benjamin Negley

Title: Vice President, Physician Practice Management & Ambulatory Care

Signature: [signature]

Date: 11-28-22

STATE OF New Jersey)
) ss.
COUNTY OF Atlantic)

I CERTIFY that on November 28, 2022,
Donna Michael-Zieris the Secretary or Assistant Secretary of the Corporation, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the secretary or assistant secretary of AtlantiCare Physicians Group (the corporation named in this document);

(b) this person is the attesting witness to the signing of this document by the proper corporate officer of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors and;

(d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on November 28, 2022

Secretary or Asst. Secretary

Notary Public of New Jersey
(Seal attached)

TAMARA M. LAMB
Commission # 50171210
Notary Public, State of New Jersey
My Commission Expires
September 13, 2026

PROPOSAL FORM To the Purchasing Board of the City of Atlantic City

The undersigned declares that they have carefully read and fully understand this Proposal Form, the Advertisement and the Specifications and Instructions, for the undertaking set forth herein and they shall strictly adhere to all terms of said documents, if awarded a contract therefore.

FOR: PROFESSIONAL SERVICES FOR A ONE (1) YEAR PERIOD FOR EVALUATIONS FOR RETURN TO WORK PROGRAM, FITNESS FOR DUTY EVALUATIONS & PRE-PLACEMENT/POST OFFER EVALUATIONS

The undersigned proposes the following fees for services as described in the specifications:

1) Return to Work Examinations: Brief $ 85.00 Detailed $ $110.00 Extended $ 150.00

2) Fitness for Duty Examinations: Brief $ 85.00 Detailed $ 110.00 Extended $ 150.00

3) Extended Sick Leave &Transitional Position Evaluations (Police & Fire) $ 110.00

4) Pre-Placement/Post Offer Evaluations: Category (1) Police: $ 357.00 Fire: $ 382.00
Uniformed Services- Police and Fire Personnel (Includes SLEO II)

5) Pre-Placement/Post Offer Evaluations: Category (2) Under 40 years of age $ 85.00
Lifeguards – New and Returning 40 years and older with EKG $ 142.00

6) Pre-Placement/Post Offer Evaluations: Category (3) $ 180.00
All other Civilian Personnel Including Seasonal Physicals

7) Five (5) Panel Urine Non-DOT Drug Test (Instant) $ 32.00 Confirmation $ 36.00

8) Nine (9) Panel Urine Non-DOT Drug (& Oxycotin) Test (Instant) $ 42.00 Confirmation $ 40.00

9) DOT Urine Drug Collection $ 30.00

10) Non-DOT Urine Drug Collection $ 30.00

BM / 6.23.22

SIGNATURE **DATE**

PROPOSAL FORM (CONTINUED)

11) DOT Alcohol Test $ 36.00/35.00 Confirmation

12) Non-DOT Alcohol Test $ 36.00/35 Confirmation

13) Direct Drug Test Observation $ 50.00

14) Police Personnel Appearance Accommodation $ 60.00

15) TB Skin Test $ 20.00

16) TB Health Questionnaire $ 20.00

17) Chest X-Rays One (1) View $ 65.00 Two (2) View $ 100.00

YEARLY COMPENSATION: Capitated Compensation: $ 89,750 for one (1) year payable monthly at the rate of $ 7,454.17 for an **estimated 700 employees.**

SIGNATURE , 6.23.22 DATE