

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. 900, Suite 908, Egg Harbor Township, New Jersey 08234, pursuant to Resolution No. 613 adopted by City Council on September 17, 2025, a copy of which is attached hereto and made a part hereof.

WITNESSETH,

WHEREAS, the **CITY** requires 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 fee for services contract, 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** is willing and able to provide such services to the **CITY** for one (1) year from **October 1, 2025 through September 30, 2026**, and has agreed after negotiation to provide a discount to these charges as further outlined herein.

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
SCOPE OF SERVICES**

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

(A) **MEDICAL PROVIDER** 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 as further outlined in the attached proposal form.

(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

The payment for this Agreement shall not exceed **NINETY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$92,500.00)** during the term. The fees for the services rendered hereunder by the **MEDICAL PROVIDER** are outlined in the attached proposal form and are incorporated herein by reference.

SECTION THREE CONTRACT PERIOD

CITY retains the services of **MEDICAL PROVIDER** for a period of **ONE (1) YEAR** from **October 1, 2025, through September 30, 2026.**

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 by this Agreement shall only be 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**

Before commencing work, and as a condition precedent for payment, the **MEDICAL PROVIDER** shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify the City against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the **MEDICAL PROVIDER's** operations under this Agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the **MEDICAL PROVIDER**, any of its contractors, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City, unless, caused by the sole negligence of the City.

Proof of this insurance shall be provided to the City before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of work, be deemed a waiver by the City of the **MEDICAL PROVIDER's** insurance obligations set forth herein.

In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the City, the **MEDICAL PROVIDER** will defend and indemnify the City at the **MEDICAL PROVIDER's** expense.

The **MEDICAL PROVIDER** must obtain the required insurance with the carrier rated A-VII or better by A. M. Best. The **MEDICAL PROVIDER** shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

\$ 1,000,000.00 Each Occurrence (Bodily Injury and Property Damage)
\$ 2,000,000.00 General Aggregate
\$ 2,000,000.00 Products/Completed Operations Aggregate
\$ 1,000,000.00 Personal and Advertising Injury

Contractual Liability that will respond to the Indemnification section, shall be included in the policy. The General Aggregate Limit shall apply separately to the work as defined in the Agreement. As an alternative, the **MEDICAL PROVIDER** may provide Commercial General Liability Insurance with no aggregate.

Comprehensive Automobile Liability Insurance

\$ 1,000,000.00 Combined Single Limit Bodily Injury and Property Damage. Coverage must include all owned, non-owned and hired vehicles used by the **MEDICAL PROVIDER**.

Workers' Compensation and Employers' Liability Insurance

\$ 500,000.00 Each Accident
\$ 500,000.00 Each Employee for Injury by Disease
\$ 500,000.00 Aggregate for Injury by Disease

If the **MEDICAL PROVIDER** is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by law.

Professional Liability Insurance/Medical Malpractice

\$ 1,000,000 Each Claim
\$ 3,000,000 Aggregate

MEDICAL PROVIDER must confirm that the full limits are available and they have not been reduced by other claims. If the policy is written on a "Claims Made" basis, the policy Retroactive date must predate the effective date of this Agreement.

Other Conditions

The City, along with their respective elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the **MEDICAL PROVIDER's** Commercial General Liability Policy and Additional Insureds on the **MEDICAL PROVIDER's** Professional Liability which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by the City is deemed excess, noncontributory and not co-primary in relation to the coverage (s) procured by the **MEDICAL PROVIDER**, any of its Contractors,

officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operations of statute, government regulation or applicable case law. If the **MEDICAL PROVIDER**'s policy limits are greater than the minimum limits noted above, the minimum limits required are automatically adjusted to those greater limits.

A Waiver of Subrogation clause shall be added to the General Liability, Automobile Liability and Professional Liability policies in favor of the City and this clause shall apply to the City's elected or appointed officials, officers, agents and employees. It should also apply to the **MEDICAL PROVIDER**'s Worker's Compensation policy if allowed by state law.

Prior to commencement of work, **MEDICAL PROVIDER** shall submit a Certificate of Insurance in favor of the City and as an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder. In any and all claims against the Additional Insureds by any employee of the **MEDICAL PROVIDER**, anyone directly or indirectly employed by the **MEDICAL PROVIDER** or anyone for whose acts the **MEDICAL PROVIDER** may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the **MEDICAL PROVIDER** under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

The **MEDICAL PROVIDER** shall maintain in effect all insurance coverages required under this Agreement at the **MEDICAL PROVIDER**'s sole expense. In the event the **MEDICAL PROVIDER** fails to obtain or maintain any insurance coverage required under this Agreement, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to the **MEDICAL PROVIDER**, or, in the alternative, terminate this Agreement.

In the event the coverage is cancelled or non-renewed, the insurance carrier(s) will provide 30 days advance notice of the cancellation or non-renewal to the City.

**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
POLITICAL CONTRIBUTION DISCLOSURE**

This Agreement has been awarded to ATLANTICARE PHYSICIAN GROUP, P.A., based on the merits and abilities of ATLANTICARE PHYSICIAN GROUP, P.A., to provide the goods or services as described herein. This Agreement was awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. Nevertheless, the undersigned does hereby attest that ATLANTICARE PHYSICIAN GROUP, P.A., their subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of the contract that would affect its ability to perform under the Agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY has caused the Seal of the 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.
Marty Small, Sr., Mayor

Date: 10-20-05

WITNESS:

Nisha Caputo

ATLANTICARE PHYSICIAN GROUP, P.A.

By: Robyn A. Boniewicz
Robyn A. Boniewicz, Vice President

The within Agreement approved as to form and execution.

Date: 10/17/05

By: Peter T. Sallata
Peter T. Sallata, Esquire
Assistant City Solicitor

STATE OF New Jersey)

) ss.

COUNTY OF Atlantic)

I CERTIFY that on October 9, 2025,

Robyn A. Boniewicz, the Secretary or Assistant Secretary of the Corporation, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

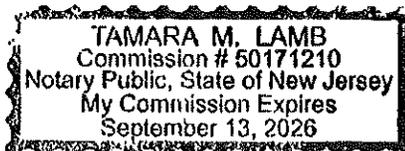
- (a) this person is the secretary or assistant secretary of AtlantiCare Physician Group, PA (the corporation named in this document);
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer of the corporation;
- (c) this document was signed and delivered 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

October 9, 2025

Robyn A. Boniewicz
Secretary or Asst. Secretary

Tamara M. Lamb



Resolution of the City of Atlantic City

No. 613

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

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Director of Human Resources/s/ Shanece Jones

Prepared by City Solicitor's Office

Council Members MARSHALL, RANDOLPH, SHABAZZ & BAILEY present the following Resolution:

RESOLUTION FOR AN AGREEMENT WITH ATLANTICARE PHYSICIAN GROUP, PA FOR EMPLOYEE EVALUATIONS FOR RETURN TO WORK, FITNESS FOR DUTY, AND PRE-PLACEMENT/ POST OFFER EVALUATIONS IN THE AMOUNT OF \$92,500.00

WHEREAS, the City requires the services of **EMPLOYEE EVALUATIONS FOR RETURN TO WORK, 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; and

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, 2025 THROUGH SEPTEMBER 30, 2026** for a total sum not to exceed **NINETY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$92,500.00)**; 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. 5-01-20-105-650-313 (\$23,125.00) and account no. 6-01-20-105-650-313 (\$69,375.00) and specifying the line-item appropriation from the 2025 and 2026 Budgets, to satisfy the aforesaid Agreement. It is understood that this Agreement is contingent upon the passing of the 2025 temporary and permanent budgets. In the event said funds are not appropriated for this Agreement, said Agreement shall become null and void.

kc September 22, 2025 3:40 PM

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.
BAILEY	X						LACCA	X					
CROUCH	X				X		MARSHALL	X					
DUNSTON	X					X	SHABAZZ	X					
KURTZ	X						TIBBITT				X		
RANDOLPH, 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 17, 2025

Paula Geletei

/s/ Paula Geletei, City Clerk