RESOLUTION

RESOLUTION ACCEPTING PROPOSAL AND AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.4 ET. SEQ. TO PATRICK AUFIERO, MD, PA, 2085 KLOCKNER ROAD, HAMILTON, NEW JERSEY 08690 FOR A MEDICAL DOCTOR FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR A PERIOD OF ONE YEAR IN THE AMOUNT NOT TO EXCEED $15,000.00 - RFP/2015-15C

WHEREAS, one (1) proposal was received on June 9, 2015 for a medical doctor for the City of Trenton, Department of Health and Human Services; and

WHEREAS, a notice for a request for proposals regarding the above was placed on the City’s Website on May 20, 2015 and the proposal was opened in the Division of Purchasing Office at 11:00 am on June 9, 2015; and

WHEREAS, the evaluation committee has recommended that the contract be awarded to Patrick Auferio, MD, PA, 2085 Klockner Road, Hamilton, New Jersey 08690; and

WHEREAS, funds in an amount not to exceed $15,000.00 have been certified to be available in account number G-FF-15-40-471B-290 the term shall be from July 1, 2015 through June 30, 2016; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) requires that the resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contracts itself must be available for public inspection.

NOW, THEREFORE IT BE Resolved, by the City Council of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Patrick Auferio, MD, PA, for a medical doctor for the City of Trenton, Department of Health and Human Services for a period of one year in an amount not to exceed $15,000.00.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Laws at N.J.S.A.40A:11-4.1.

3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk’s Office.

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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on AUG 06 2015

[Signatures]

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP # 2015-15C
RESOLUTION #15-478

THIS CONTRACT, made this 7TH day of AUGUST 2015 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and PATRICK AUFIERO, MD, PA

WHEREAS, the City has need for PROFESSIONAL SERVICES for a Medical Doctor for the City of Trenton, Department of Health and Human Services.

WHEREAS, Contractor agrees to perform Professional Services in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

PROFESSIONAL SERVICES: The City agrees to award a contract with Patrick Auferio, MD, PA 2085 Klockner Road, Hamilton, NJ 08690 for the City of Trenton, Department of Health and Human Services.

1. SCOPE OF SERVICES: The contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true. Contractor shall, in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described as follows:

   - The services to be provided shall be in compliance with the general practice of medicine. These services will be performed in accordance with customary rules of ethics and conduct of the American Medical Association and such bodies, formal, informal, governmental or otherwise, from whom medical physicians seek advice and guidance.

   - The physician with a specialty in Infectious Disease will see patients at the Adult Clinic at 218 North Broad Street, Trenton, New Jersey one (1) day per week.

   - The physician will prescribe treatment for patients and perform the necessary medical procedures in the clinic for the treatment of a patient’s specific medical diagnosis.

   - The physician will provide “Standing Orders” for Nursing Staff and review and sign all patient charts weekly.
• The physician will be available by telephone to nursing staff for consultation from Monday through Friday of each week.

2. **DURATION OF THE CONTRACT:** This contract shall remain in full force and shall be awarded for a period beginning **July 1, 2015 to June 30, 2016** in the amount not to exceed **$15,000.00**.

3. **COMPENSATION:**

   (a) All work performed by Contractor according to the attached scope of services.

   (b) Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

   (c) In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in **Resolution No. 15-478** which is incorporated herein by reference. In the event Contractor anticipates exceeding the aforesaid contract amount, the Independent Contractor, shall give prior written notice to the City of Trenton, Department of Health and Human Services.

4. **STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

5. **NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.

6. **INTEGRATION:** RFP2015-15C and this contract constitute the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract.

7. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid
or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

8. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

9. **MISCELLANEOUS PROVISIONS:**

Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not 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. 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;

Contractor, 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, sex, gender identity or expression, affectional or sexual orientation.

Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.

Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding
determination of the applicable county employment goals
determined by the Affirmative Action Office pursuant to N.J.A.C.
17:27-5.2, amended and supplemented from time to time.

Contractor, where applicable, agrees to inform in writing
appropriate recruitment agencies in the area, including
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, sex, gender identity or
expression, affectional, sexual orientation, disability or nationality
and that it will discontinue the use of any recruitment agency which
engages in direct or indirect discriminatory practices.

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

Contractor, where applicable, shall furnish such reports or other
documents to the Affirmative Action Office as may be requested
by the office from time to time in order to carry out the purposes of
these regulations. Contractor shall furnish such information as may
be requested by the Affirmative Action Office for conducting a
compliance investigation pursuant to Subchapter 10 of the

Contractor, shall submit along with the signed contract one of the
following as evidence of compliance with N.J.A.C. 17-27:

1. Appropriate evidence that the Independent contractor is
   operating under an existing Federally approved or sanctioned
   affirmative action program.

2. A certificate of employee information report approval issued in
   accordance with N.J.A.C. 17:27-4.

3. An initial employee information report (Form AA#302) provided
   by the Affirmative Action Office and completed by the
   contractor in accordance with N.J.A.C. 17:27-4.
PATRICK AUFIERO, MD, PA
2085 KLOCKNER ROAD
HAMILTON, NJ 08690

Seal

PHYLLIS KOUMBOURLIS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 12, 2017

Attest:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:

RICHARD M. KACHMAR
CITY CLERK

CITY OF TRENTON

ERIC E. JACKSON
MAYOR