

RESOLUTION

20-64

No. _____

FEB 06 2020
Date of Adoption

Approved as to Form and Legality

JOHN MORELL, CITY ATTORNEY

Councilman /woman _____

Facial content certified by

SHAKIRA ABDUL-ALI, DIRECTOR OF HEALTH AND HUMAN SERVICES

presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 ET SEQ TO HENRY J. AUSTIN HEALTH CENTER, 321 N. WARREN STREET, TRENTON, NEW JERSEY 08618-0471 FOR PROVISIONS OF COMPREHENSIVE PRIMARY HEALTH CARE SERVICES TO UNDERINSURED AND UNINSURED RESIDENTS OF THE CITY OF TRENTON, NEW JERSEY IN AN AMOUNT NOT TO EXCEED \$259,000.00- CC2019-08

WHEREAS, the City of Trenton, Department of Health and Human Services has a need for Provisions of Comprehensive Primary Health Care Services to Underinsured and Uninsured Residents of the City of Trenton, New Jersey for a period of one (1) year with an option to extend two (2) one (1) year extensions for the City of Trenton, Department of Health and Human Services; and

WHEREAS, a Competitive Contracting Request for Proposal was advertised, and one (1) proposal was received on September 5, 2019, and was evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the sole proposal received from Henry J. Austin Health Center, 321 N. Warren Street, Trenton, New Jersey 08618-0471 deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, funds in an amount not to exceed \$259,000.00 for a period of one (1) year shall be available in the following account number(s): 0-01-40-4022-290 from October 18, 2019 to October 17, 2020 with an option to extend two (2) one (1) year extensions (2nd year \$259,000.00 and 3rd year \$259,000.00); funds will be available in the final adopted budget for the City of Trenton.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton as follows:

1. The Mayor is hereby authorized to enter into a contract with Henry J. Austin Health Center, 321 N. Warren Street, Trenton, New Jersey 08618-0471 for Provisions of Comprehensive Primary Health Care Services to Underinsured and Uninsured Residents for a period of one (1) year with an option to extend two (2) one (1) year extensions for the City of Trenton, Department of Health and Human Services.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:114.1(k)
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.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MUSCHAI	✓				MCBRIDE	✓			
CALDWELL WILSON				✓	RODRIGUEZ	✓								
HARRISON	✓				VAUGHN	✓								

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

Kathy McBride
President of Council

FEB 06 2020

City Clerk

CONTRACT
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
CC2019-08
RESOLUTION 20-64

THIS CONTRACT, made this 7TH day of FEBRUARY 2020 by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **HENRY J. AUSTIN HEALTH CENTER, 321 N. WARREN STREET, TRENTON, NEW JERSEY 08618-0471** ("CONTRACTOR")

WHEREAS, the City has a need for **COMPREHENSIVE PRIMARY HEALTH CARE SERVICES TO UNDERINSURED AND UNINSURED RESIDENTS** for the City of Trenton, Department of Health and Human Services.

WHEREAS, Contractor agrees to provide **COMPREHENSIVE PRIMARY HEALTH CARE SERVICES TO UNDERINSURED AND UNINSURED RESIDENTS** in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. PROFESSIONAL SERVICES:

The City agrees to retain **HENRY J. AUSTIN HEALTH CENTER, 321 N. WARREN STREET, TRENTON, NEW JERSEY 08618-0471** hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Health and Human Services.

2. SCOPE OF SERVICES

SEE SCOPE OF SERVICES SECTION IN THE DOUCMENT ENTITLED "PROVISIONS OF COMPREHENSIVE"

3. DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of period one (1) year from October 18, 2019 to October 17, 2020 in an amount not to exceed \$259,000.00; with an option to extend two (2) one (1)-year extensions (2nd year \$259,000.00 and 3rd year \$259,000.00).

- (a) All work performed by the must be continuous with no interruption in services to complete the project.
- (b) The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

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.

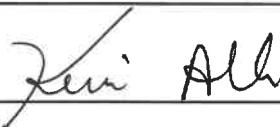
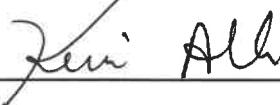
5. **NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.
6. **INTEGRATION:** Resolution #20-64 and this contract constitutes the 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 with the City of Trenton, Department of Health and Human Services.
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:**
 - a. 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;
 - b. 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.
 - c. 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.
 - d. 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.

- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies,
- f. 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.
- g. Contractor, where applicable, 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, 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.
- h. 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 Administrative Code (N.J.A.C. 17:27).
- i. 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

HENRY J. AUSTIN HEALTH CENTER
321 N. WARREN STREET
TRENTON, NEW JERSEY 08618-0471

2/28/2020
DATE



Seal: 
Attest: 

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

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE

3/9/20

CITY OF TRENTON

W. Reed Gusciora
W. REED GUSCIORA
MAYOR

DATE

3-6-2020

**PROVISIONS OF COMPREHENSIVE PRIMARY HEALTH CARE SERVICES TO
UNDERINSURED AND UNINSURED RESIDENTS
OF THE CITY OF TRENTON, NEW JERSEY**

**FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION TO EXTEND TWO (2) ONE YEAR
EXTENSIONS**

HISTORY

The City of Trenton, Department of Health and Human Services is subject to NJ Statute Title 8 Chapter 52- Public Health Practice Standards of Performance for local Boards of Health in New Jersey N.J.S.A.26:1A-15 and 26:3A2-1 et seq. Pursuant to this statute, the City must provide access to a high-quality primary care services facility for all pediatric residents, regardless of the ability to pay. Services will include immunization, behavioral healthcare, and sexually transmitted diseases testing and treatment services. The facility will work collaboratively with the City on disease prevention and health care promotion activities.

INTENT

The City of Trenton, Department of Health and Human Services is soliciting sealed request for competitive contracting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq to retain the services of a federally qualified health care facility. This facility must have the capacity to provide quality primary care services, including medical, dental and emotional / behavioral health care. Additionally, the facility must have the ability to accept private insurance, as well as Medicare and Medicaid. The City of Trenton seeks to enter into an agreement for a period of one (1) year with an option to extend that contract for two (2) one (1) year extensions. The City of Trenton has a budget of no more than \$259,000 per year, for three (3) years.

SCOPE OF SERVICES

The facility must be able to be provide the following elements:

- In addition to comprehensive healthcare services, this facility must provide immunizations, behavioral healthcare and testing and treatment services for sexually transmitted diseases.
- The facility shall provide primary healthcare services to all pediatric Trenton City residents who are unable to pay for healthcare services
- The facility shall provide primary care services to all adults who cannot pay for healthcare services
- The facility will provide sexually transmitted disease diagnostic and treatment services to all residents of Mercer County who are unable to pay for these STD healthcare services

- The facility will share aggregate patient data in a mutually agreed upon format to comply with the City's requirements for any of its federal and state reporting requirements.
- The facility will provide all outpatient in-office services to City residents without charge to such patients if they are unable to pay for a visit
- The facility will work collaboratively with the City on disease prevention and health promotion activities, which shall be directed to specific populations, including the City's schools. Services shall include, but not be limited to awareness of HIV testing and treatment services; senior care and nutrition and wellness education programs.
- The facility will provide health care for individuals infected with HIV or who are suffering from AIDS
- The facility will provide healthcare and epidemiological follow-up for individuals with STDs

EVALUATION CRITERIA

The evaluation criteria consists of the following:

1. The facility must operate as a federal qualified healthcare facility **40%**
2. The facility must have the capacity to provide quality primary care services including medical, dental, and emotional/behavior health care. **30%**
3. The facility must have the ability to accept Medicaid and Medicare. **30%**