

PROFESSIONAL SERVICES CONTRACT

**NEGOTIATED CONTRACT
RESOLUTION 24-569**

**AWARDED TO YARDVILLE ANIMAL HOSPITAL FOR VETERINARIAN SERVICES FROM MIRIAM SAMET FOR
THE TRENTON ANIMAL SHELTER LICENSE # 29VI00453400 FOR THE CITY OF TRENTON**

THIS CONTRACT made this 20th day of DECEMBER 2024 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 **YARDVILLE ANIMAL HOSPITAL, 401 ROUTE 156, YARDVILLE, NEW JERSEY 08620** ("CONTRACTOR").

WHEREAS, the City has a need for **VETERINARIAN SERVICES** for the City of Trenton, Department of Health and Human Services, Trenton Animal Shelter.

WHEREAS, Contractor agrees to provide **VETERINARIAN SERVICES** for the City of Trenton, Department of Health and Human Services, Trenton Animal Shelter in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

WHEREAS, the Veterinarian Services will be on an as needed basis, not on call nor as emergency services. No surgeries, sedation nor hospitalizations offered.

NOW THEREFORE, the parties mutually agree as follows:

FOR VETERINARIAN SERVICES for the City agrees to retain **YARDVILLE ANIMAL HOSPITAL, 401 ROUTE 156, YARDVILLE, NEW JERSEY 08620** at the request of and under the general supervision of the City of Trenton, Department of Health and Human Services, Trenton Animal Shelter.

1. SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for an hourly rate of \$180.00 on an as needed basis in an amount not to exceed **\$75,000.00** from **DECEMBER 20, 2024, TO JUNE 19, 2025**,

- 2. 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 it is not intended, nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.
- 3. 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.
- 4. INTEGRATION:** **Resolution #24-569** 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 this Contract with the City of Trenton, Department of Administration, Division of Information Technology.
- 5. 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.
- 6. GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

I. BACKGROUND

- A. The City of Trenton Department of Health and Human Services (*the "Department"*) requires emergency veterinary services for animals under the care of the City of Trenton Animal Shelter (*the "Shelter"*).
- B. The Trenton Director of Health and Human Services is the duly authorized signatory of this Contract on behalf of the Shelter and is solely responsible for all contractual changes and modifications to the Contract, as well as for issuing purchase orders and amendments under this Contract.
- C. The Contractor satisfies the requirements for a non-competitive procurement, as approved by the City of Trenton.
- D. The Contractor has agreed to provide the City of Trenton with the goods and services required by the City within the time frame required by the City as listed and described in this Contract.

II. SCOPE OF SERVICES

- A. The Contractor shall provide veterinary services on a weekly basis including but not limited to :
 - 1. Supervise disease control and health care for all animals. This includes approving and recommending changes to the Disease Control and Healthcare Program.
 - 2. Annually sign and date a form indicating that he or she is responsible for the disease control and health care at the facility and this form shall include phone numbers and contact information to reach the veterinarian. The signed form shall be posted in an area in the facility that is visible to the public.
 - 3. The Contractor shall maintain accurate and thorough records for each animal treated, in accordance with the requirements set forth by the New Jersey State Board of Veterinary Medical Examiners. Maintaining patient medical records in collaboration with shelter staff. These records shall be a separate patient record for each animal and all patient records shall accurately reflect the treatment or services rendered (N.J.A.C. 13:44-4.9), including the following:
 - i. A history of the presenting problem
 - ii. All pertinent clinical signs observed on physical examination.
 - iii. Tests ordered and the results.
 - iv. Diagnoses and/or conclusions
 - v. The treatment or treatment plan prescribed, including a specific notation of any medications or modalities prescribed.
 - vi. Making recommendations to facility management concerning isolation of sick animals, cleaning and disinfection procedures for the facility, ventilation, heating, and air conditioning, animal caging, flow of animals and people within the facility,
 - vii. Use of personal protection equipment and employee sanitation,
 - viii. Record keeping, and
 - ix. All other management practices that impact disease control and animal health under the care of the Trenton Animal Shelter during working business hours (7AM to 4PM- 7 days a week).
 - 4. Responsible for maintaining patient medical records. Records shall be retained for at least 5 years from when the animal left the Facility or for 3 years after a deceased animals' last date of entry (N.J.A.C. 13:44-4.9).
 - 5. Dispense prescription items that are fully labeled for individual animals (N.J.A.C. 13:44-4.1
 - 6. The Contractor will also provide guidance regarding the specific types of vaccinations administered to each animal, the age for administration, and the

timing of any additional vaccinations administered to the animals at the facility. He or she shall also issue prescriptions for all vaccines requiring a prescription. Treatment or medical support for Trenton Animal Shelter animals requires prior approval from the shelter Supervisor or Shelter Manager.

7. The work to be performed under this Contract shall be performed by an adequately trained and licensed professional, including those with a degree in veterinary medicine, where such training and education is required. The Contractor shall be licensed to perform the services required by this Contract and authorized to practice veterinary medicine in the State of New Jersey.
 8. The Contractor shall advise suitable off-site kenneling for dogs and cats requiring hospitalization.
 9. The Contractor shall perform a medical exam on all dogs recommended for euthanasia and advise on any medical conditions that may be causing aggression prior to humane euthanasia on domestic animals and if any condition can be reasonably treated.
 10. The Contractor shall provide up-to-date medical examination and vaccine records for each animal treated as requested by Trenton Animal Shelter personnel. This includes all the Trenton Animal Shelter canine population residing in boarding facilities and any Certified Veterinary Inspection Certificates required to cross State borders.
 11. The Contractor shall provide a list of medications, vaccines, and tests that the Shelter needs to always have in stock for both the cats and dogs and recommend the best vendor to purchase those medications, vaccines, and tests.
 12. The Shelter shall purchase any medications, vaccines and tests recommended with City approved vendors. The City shall take action to secure any vendor recommended by the Contractor.
- B. Any modifications to the requirements and specifications described in this Contract shall be effectuated by a written contract amendment executed by both parties to this Contract.

III. COMPENSATION

- A. The City will compensate the Contractor at the rate of \$180 per hour on an as needed basis for a minimum visit of once per week, for goods and services provided to the City by the Contractor under the terms of this Contract. This will include any medical or basic care services that are requested by the city, completed by the Contractor, and accepted by the city.
- B. In consideration of the services and goods to be provided by the Contractor to the City, the City's payments will be made on submission of true and correct invoices by the Contractor in a form and format acceptable to the City listing services performed and goods provided and the itemized cost for each service satisfactorily performed (as determined by the City), and each good accepted by the City.
- C. All compensation amounts and payment obligations are subject to, and contingent upon, the Contractor's satisfactory performance, as determined by the City.
- D. Issues regarding late payment, including interest, are governed by New Jersey Local Public Contract Law.

IV. INVOICES

The Contractor shall submit an invoice and supporting documentation to the City in a format approved by the City and include a detailed list of services performed for each animal treated after each visit. Invoices shall be submitted and received by the Trenton Animal Shelter on or before the 10th day of the month following the month in which services are provided. The Contractor's invoices shall include a copy of the list/bill of services provided for each animal or each animal visits.

The invoice must be sent to 72 Escher Street, Trenton, NJ 08609 and emailed to Diego Minacapelli cminacapelli@trentonnj.org. Dr. Diego Minacapelli can be contacted at (609)-989-3332.

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. 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.
- 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, 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.
- f. 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. The 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.
- g. The 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. The 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).

- h. 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



YARDVILLE ANIMAL HOSPITAL
401 ROUTE 156
YARDVILLE, NEW JERSEY 08620
DR. MIRIAM SAMET

03/11/25

DATE

Seal: _____

Attest: _____

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

ATTEST:



BRANDON L. GARCIA
MUNICIPAL CLERK

DATE

3/12/25

CITY OF TRENTON



~~W. REED GUSCIORA, ESQ.~~
MAYOR

DATE

MARIA RICHARDSON
MAYOR
3/11/2025