

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2018-022

Council Meeting Date: 01-04-2018

Date Adopted: 01-04-2018

TITLE: RESOLUTION APPOINTING DOCTOR DONNA VICKERY AS  
BOROUGH PHYSICIAN BOROUGH OF NEW PROVIDENCE COUNTY  
OF UNION AND STATE OF NEW JERSEY FOR THE YEAR 2018

Councilperson Kapner submitted the following resolution, which was duly seconded by Councilperson Muñoz.

WHEREAS, there exists a need for the Mayor and Council of the Borough of New Providence to obtain the services of a medical doctor; and

WHEREAS, the maximum amount of the contract is \$3,000.00 and said funds are available and have been certified by the Chief Financial Officer; and

WHEREAS, the anticipated term of this contract is one (1) year; and

WHEREAS, said contract is awarded for professional services to be performed by Dr. Donna Vickery, licensed medical doctor in the State of New Jersey; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1) requires that the resolution authorizing and awarding of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of New Providence that they hereby agree as follows:

1. The Mayor and Borough Clerk are hereby authorized and directed to execute the attached agreement with Donna Vickery, M. D., 1434 Long Hill Road, Millington, N.J. 07946.
2. Such contract is awarded without competitive bids as a "professional service" in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Law, because the services to be rendered are professional in nature and are un-specifiable as to requirements for performance. Such services must be rendered by a person particularly trained and licensed in this area, which requires extensive specific education and long experience in both the Federal and State procedural requirements.
3. A notice of this action shall be published once in the *Courier News*

APPROVED, this 4<sup>th</sup> day of January, 2018.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GENNARO	X			
GEOFFROY	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 4<sup>th</sup> day of January, 2018.

Wendi B. Barry, Borough Clerk

# **AGREEMENT TO PROVIDE MEDICAL SERVICES**

THIS AGREEMENT, made this 1st day of January, 2018 by and between:

DR. DONNA VICKERY, a medical doctor licensed by the State of New Jersey, with offices at 1434 Long Hill Road, Millington, New Jersey 07946; and

BOROUGH OF NEW PROVIDENCE, a municipal corporation of the State of New Jersey, with offices at 360 Elkwood Avenue, New Providence, New Jersey 07974-1844.

## **WITNESSETH:**

WHEREAS, Dr. Donna Vickery, M.D. is licensed by the State of New Jersey as a medical doctor; and

WHEREAS, it is necessary, expedient and in the best interest of the Borough of New Providence that it enter into a professional services contract with a medical doctor to provide medical services, including without limitation, medical examinations of employees and prospective employees, and such other programs and services as may be requested at the discretion of the Borough; and

WHEREAS, such contract is authorized by an appropriate statute of the State of New Jersey; and

WHEREAS, it is the opinion of the Mayor and Council of the Borough of New Providence that it is in the best interest of this municipality to enter into such contract with Dr. Donna Vickery.

NOW THEREFORE, in consideration of the services to be rendered by Dr. Donna Vickery, and the compensation for such services herein provided, it is hereby agreed between the parties as follows:

1. The Borough of New Providence hereby retains Dr. Donna Vickery, M.D. for the period January 1, 2018 through December 31, 2018 to provide medical services, including without limitation, medical examinations of employees and prospective employees, and such other programs and services as may be requested at the discretion of the Borough.
2. The Borough of New Providence will pay as compensation to Dr. Donna Vickery, M.D., the annual sum of \$3,000.00 for service rendered.
3. In no event shall the sum paid as compensation pursuant of paragraph two (2) of this contract exceed the amount of \$3,000.00 and the obligation of the Borough to pay same shall be dependent upon an appropriate

municipal budgetary allocation of said funds by adoption of the 2018 Municipal Budget.

4. AFFIRMATIVE ACTION

The CONTRACTOR shall comply in all respects with the provisions of N.J.S.A. 10:5-31, et seq., and the regulations promulgated thereunder, a copy of which is attached hereto and expressly made a part hereof as Exhibit A. The CONTRACTOR shall, within seven days after receipt of notification of intent to award this contract or receipt of the contract, whichever is sooner, provide the BOROUGH with a letter of Federal Affirmative Action Approval, a Certificate of Employee Information Report from the State of New Jersey, or a completed Form AA302.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper corporate seals to be hereto affixed, the day and year first above written.

**BOROUGH OF NEW PROVIDENCE**

**DR. DONNA VICKERY**

\_\_\_\_\_  
Allen Morgan, Mayor

\_\_\_\_\_  
Dr. Donna Vickery

Attest:

Attest:

\_\_\_\_\_  
Wendi B. Barry, Borough Clerk

\_\_\_\_\_

**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**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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 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, and labor unions, that it does not discriminate on the basis of age, race, 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 personnel testing conforms with 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 Federal law and applicable Federal court decisions.

In conforming with the 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](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Date: \_\_\_\_\_

\_\_\_\_\_