

# PRINCETON HEALTH DEPARTMENT



Board of Health Members  
Princeton

One Monument Drive  
PO Box 390  
Princeton, New Jersey 08542  
Phone: (609) 497-7608  
Fax: (609) 924-7627  
E-mail: [dhenry@princetonnj.gov](mailto:dhenry@princetonnj.gov)

David A. Henry, M.P.H.  
Health Officer

## MEMO

To: Princeton Council  
Linda McDermott, Clerk

From: Dave Henry, M.P.H., Health Officer

Date: May 17, 2013

Re: PSA – HiTOPS-Youth Sexually Transmitted Disease Clinic

I have attached the Professional Services Agreement for HiTOPS-Youth Sexually Transmitted Disease Clinic. HiTOPS has been providing this service specifically for young people for many years. This service is aligned with the national and state efforts to assure access to high quality health services according to Healthy People 2020 and essential public health services.



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Serving Princeton Since 1880

**RESOLUTION 2013-R  
OF THE MAYOR AND COUNCIL  
OF THE PRINCETON**

**WHEREAS**, the Princeton desires to enter into a professional services agreement in connection with certain activities as hereafter more particularly stated, and

**WHEREAS**, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with **HiTOPS, 21 Wiggins Street, Princeton NJ 08540** (hereinafter referred to as "Provider") to provide consultant services for the Princeton from **January 1, 2013 through December 31, 2013**, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide adolescent sexual transmitted disease services and other related duties as cited in the proposed contract (attached), for a total contract amount not to exceed **\$5,000.00**.

Under this Agreement, Provider shall at all times act as an independent professional contractor and shall have no authority to act as an agent or representative of the Princeton or to enter into any financial or other contractual commitment on behalf of the Princeton without the prior written approval of same granted in accordance with law.

Rendition of Invoices: Payment of fees will be made upon the submission to the Provider to the Princeton invoices in duplicate in the form prescribed by the Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to the Princeton when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional service agreements entered into by the Princeton and shall be subject to approval by the Princeton Attorney.

3. The contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

4. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								
<p>I, LINDA McDERMOTT, Deputy Clerk of the Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held June 10, 2013</p> <p>IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 11<sup>th</sup> day of June 2013.</p> <p>_____  LINDA McDERMOTT  Princeton Clerk</p>								

**PRINCETON HEALTH DEPARTMENT**

**2013**

**HiTOPS, Inc.**

**ADOLESCENT SEXUALLY TRANSMITTED DISEASE (STD) SERVICES**

**ARTICLES OF AGREEMENT**

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**AGREEMENT**, made this        day of        , 2013 by and between the Mayor and Council of Princeton, One Monument Drive, Princeton, New Jersey 08542, hereinafter designated "**Princeton**" and HiTOPS, Inc., a corporation not for profit of the State of New Jersey, with its principal place of business located at 21 Wiggins Street, Princeton, New Jersey hereinafter designated "**HiTOPS**".

**WHEREAS**, Princeton is responsible by law for the protection of the health of the public; and

**WHEREAS**, Princeton wishes to provide such adolescent sexually transmitted disease services for the municipalities of Princeton and the Township of Princeton according to Public Health Practice Standards of Performance for Local Boards of Health in New Jersey; and

**WHEREAS**, it is the desire of Princeton and HiTOPS to execute an agreement authorizing the services to be performed;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein expressed, it is agreed that HiTOPS shall, and is retained by Princeton to perform, adolescent sexually transmitted disease services, hereinafter specified.

**SCOPE OF WORK:** HiTOPS will provide qualified health practitioners to perform physical examinations and treatment of patients, and referrals for their contacts, in order to diagnose sexually transmitted disease. HiTOPS will provide all interviewing, follow-up STD health education, and contact follow-up of patients diagnosed with sexually transmitted disease.

**SUPERVISION:** HiTOPS will provide a qualified professional advanced practice nurse to manage the service in accordance with the policies and regulations of HiTOPS. The services provided by HiTOPS shall be performed under the direction and periodic supervision of the Director of HiTOPS, who shall periodically consult and confer with the Health Officer.

**INTERVIEWING:** The HiTOPS interviewer shall be appropriately trained for this task.

**LAB SERVICES:** HiTOPS shall provide adequate laboratory services for bacteriologic and serologic analyses.

**FACILITIES:** HiTOPS shall provide diagnostic and treatment facilities which are accessible to the public on an appointment basis.

**TREATMENT:** HiTOPS shall provide appropriate treatment for persons diagnosed as having sexually transmitted diseases. Such treatment shall be administered according to New Jersey State Department of Health guidelines and generally accepted medical practice.

**REPORTING:** HiTOPS will provide the Princeton Health Department's Health Officer with (1) a Monthly Report in a mutually agreed upon format; (2) an Annual Report summarizing the activities of the program, including program evaluation, to be submitted to the Health Officer no later than January 15, 2014; and (3) notification by HiTOPS to the Health Officer of all positive diagnoses of disease for follow-up by the Health Officer or his designee.

**CONFIDENTIALITY:** The clinical records of HiTOPS shall be accessible to the Health Officer for confidential examination during regular business hours. HiTOPS agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of the Borough, which consent shall not unreasonably be refused, and the written consent of the patient or the patient's guardian.

**GENERAL LIABILITY:** HiTOPS shall secure public liability insurance coverage on all motor vehicles used by it in the performance of its duties in the context of this Agreement, and in the maximum amounts of \$1,000,000 for injury to one person or \$3,000,000 in any one accident; and the Medical Center shall, during the term of this Agreement keep in effect all forms of professional malpractice and /or other types of liability insurance on all its employees in accordance with State Law.

**INSURANCE:** HiTOPS shall provide certificates of insurance to Princeton at the time of execution of this Agreement. HiTOPS shall hold harmless and indemnify the Borough, its employees and/or agents from any claims arising out of provision of services by HiTOPS under this Agreement. As a condition precedent of this Agreement taking effect, the Provider shall provide the Commission with the following documentation:

- (1) A copy of the Provider's current license(s) to practice Advanced Practice Nursing;
- (2) A copy of the provider's policy(ies) of insurance, indemnifying HiTOPS against any and all forms of professional malpractice and/or other types of liability, which insurance shall provide liability coverage in an amount not less than \$1,000,000/\$3,000,000.

**COSTS:** HiTOPS shall be reimbursed by Princeton for services provided in the context of this Agreement at the rate of forty-five dollars (\$45.00) per patient visit, for patients who are confirmed residents of Princeton Borough or Princeton Township. The total charges which Princeton will be required to reimburse HiTOPS shall not exceed five thousand dollars (\$5,000.00) for calendar year 2013. Payment is subject to the adoption of the 2013 Municipal Budget, and availability of funds.

HiTOPS shall notify the Health Officer in writing by November 1, 2013 if it is determined, based on services provided to date and anticipated services projected to the end of the year, that costs will be in excess of the agreed upon contract amount for the year. In this case the contract figure would be amended in writing by mutual agreement of HiTOPS and the Health Officer, and approval of the Mayor and Council of Princeton

**INVOICING:** Payment of fees and reimbursement for such expenses incurred will be made upon the submission by HiTOPS to Princeton of invoices in the form prescribed by Princeton no later than the tenth (10th) day of the month following each month covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed. Invoicing will be sent c/o the Health Officer, Princeton Health Department, One Monument Drive, P. O. Box 390, Princeton, N. J. 08542.

**TERMS:** This Agreement for professional services may not be assigned by either party. The terms of this Agreement shall be from January 1, 2013 to December 31, 2013, and may be renewed for additional periods if agreed upon in writing by the parties hereto. Either party may terminate this Agreement without cause upon sixty (60) days written notice to be delivered to the other party, certified mail, return receipt requested, at the address contained in this Agreement or such other address of which a party gives notice by certified mail, return receipt requested.

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

**ATTEST:**

\_\_\_\_\_

**BY:**

  
Elizabeth M. Casparian, Executive Director  
HiTOPS

**ATTEST:**

\_\_\_\_\_  
Linda McDermott, Clerk  
Princeton

**BY:**

\_\_\_\_\_  
Elizabeth Lempert, Mayor  
Princeton

## **COMPLIANCE WITH LAWS.**

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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that sure 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 or sexual orientation. Such action shall include, but 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;

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, sex affectional or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;

The contractor or subcontractor agrees to attempt, in good faith, to employ 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 supplements from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Officer pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented form time to time;

The contractor or subcontractor 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, affectional or sexual orientation, 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;

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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions;

The contractor and its subcontractors 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, and public agencies 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).



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David A. Henry, M.P.H.  
Health Officer

### MEMO

To: Princeton Council  
Linda McDermott, Clerk

From: Dave Henry, M.P.H., Health Officer

Date: May 17, 2013

Re: PSA – HiTOPS-Youth Health Education

I have attached the Professional Services Agreement for HiTOPS-Youth Health Education. They have been providing youth education services for us for many years. This service is aligned with the national and state goals of providing youth health education and empowering youth to make health choices. These goals are highlighted in Healthy People 2020 and the NJ Practice Standards for Local Boards of Health.



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**RESOLUTION  
OF THE MAYOR AND COUNCIL  
OF THE PRINCETON**

**WHEREAS**, the Princeton desires to enter into a professional services agreement in connection with certain activities as hereafter more particularly stated, and

**WHEREAS**, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with **HiTOPS, 21 Wiggins Street, Princeton NJ 08540** (hereinafter referred to as "Provider") to provide consultant services for the Princeton from **January 1, 2013 through December 31, 2013**, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide adolescent health education services and other related duties as cited in the proposed contract (attached), for a total contract amount not to exceed **\$4,000.00**.

Under this Agreement, Provider shall at all times act as an independent professional contractor and shall have no authority to act as an agent or representative of the Princeton or to enter into any financial or other contractual commitment on behalf of the Princeton without the prior written approval of same granted in accordance with law.

Rendition of Invoices: Payment of fees will be made upon the submission to the Provider to the Princeton of invoices in duplicate in the form prescribed by the Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to the Princeton when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional service agreements entered into by the Princeton and shall be subject to approval by the Princeton Attorney.

3. The contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

4. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, LINDA McDERMOTT Clerk of the Princeton of, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held June 10, 2013

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 11<sup>th</sup> day of June, 2013.

\_\_\_\_\_  
LINDA McDERMOTT  
Princeton Clerk

**PRINCETON HEALTH DEPARTMENT**

**2013**

**HiTOPS**

**ADOLESCENT HEALTH EDUCATION SERVICES  
ARTICLES OF AGREEMENT**

---

**AGREEMENT**, made this            day of            , 2013 by and between the Mayor and Council of Princeton, One Monument Drive, Princeton, New Jersey 08542, hereinafter designated "**Princeton**" and HiTOPS, Inc., a corporation not for profit of the State of New Jersey, with its principal place of business located at 21 Wiggins Street, Princeton, New Jersey, hereinafter designated "**HiTOPS**".

**WHEREAS**, Princeton is responsible by law for the protection of the health of the public; and

**WHEREAS**, Princeton wishes to provide such Adolescent Health Education Services for the municipalities of Princeton and the Township of Princeton according to Minimum Standards of Performance for Local Boards of Health in New Jersey; and

**WHEREAS**, it is the desire of Princeton and HiTOPS to execute an agreement authorizing the services to be performed;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein expressed, it is agreed that HiTOPS shall, and is retained by Princeton to perform, adolescent health education hereinafter specified.

**SCOPE OF WORK:** HiTOPS will provide forty (40) adolescent health education classes to students at Princeton High School and John Witherspoon Middle School. Educational topics of these classes shall include:

1. HIV/AIDS Awareness
2. Sexual Harassment
3. Sexually Transmitted Diseases
4. Pregnancy Prevention and Contraception
5. Postponing Sexual Involvement
6. Date Rape

**STAFFING:** HiTOPS will provide qualified adolescent health education staff to perform said services, and said staff will perform their duties in accordance with the policies and regulations of HiTOPS.

**SUPERVISION:** The adolescent education services provided by HiTOPS shall be performed under the direction and periodic supervision of the Health Education Director, who shall periodically consult and confer with the Health Officer.

**REPORTING:** HiTOPS will provide a written report to the Commission at the end of each school semester summarizing the activities of the program as delineated in the Scope of Work, and including additional information on program evaluation.

**CONFIDENTIALITY:** HiTOPS agrees to treat and maintain as confidential, and not to disclose to any third party, or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of the Borough, which consent shall not unreasonably be refused, and the written consent of the school, the student, and/or the student's legal guardian.

**GENERAL LIABILITY:** HiTOPS shall secure public liability insurance coverage on all motor vehicles used by it in the performance of its duties in the context of this Agreement, and in the maximum amounts of \$1,000,000 for injury to one person or \$3,000,000 in any one accident; and HiTOPS shall, during the term of this Agreement keep in effect all forms of professional malpractice and /or other types of liability insurance on all its employees in accordance with State Law.

**INSURANCE:** HiTOPS shall provide certificates of insurance to Princeton at the time of execution of this Agreement. HiTOPS shall hold harmless and indemnify the Borough, its employees and/or agents from any claims arising out of provision of services by HiTOPS under this Agreement.

**COSTS:** HiTOPS shall be reimbursed by Princeton for services provided in the context of this Agreement at the rate of one hundred dollars (\$100.00) per class. The total charges which Princeton will be required to reimburse HiTOPS shall not exceed four thousand dollars (\$4,000.00) for calendar year 2013. Payment is subject to the adoption of the 2013 Municipal Budget, and availability of funds.

**INVOICING:** Payment of fees and reimbursement for such expenses incurred will be made upon the submission by HiTOPS to Princeton of invoices in the form prescribed by Princeton no later than the tenth (10th) day of the month following each month covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed. Payment is expected to be received no later than thirty (30) calendar days from date of invoice. Invoicing will be sent c/o the Health Officer, Princeton Health Department, One Monument Drive, P. O. Box 390, Princeton, N. J. 08542.

**TERMS:** This Agreement for professional services may not be assigned by either party. The terms of this Agreement shall be from January 1, 2013 to December 31, 2013, and may be renewed

for additional periods if agreed upon in writing by the parties hereto. Either party may terminate this Agreement without cause upon sixty (60) days written notice to be delivered to the other party, certified mail, return receipt requested, at the address contained in this Agreement or such other address of which a party gives notice by certified mail, return receipt requested.

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

**ATTEST:**

\_\_\_\_\_

**BY:**

  
Elizabeth M. Casparian, Executive Director  
HiTOPS

**ATTEST:**

\_\_\_\_\_  
Linda McDermott, Clerk  
Princeton

**BY:**

\_\_\_\_\_  
Elizabeth Lempert, Mayor  
Princeton

## COMPLIANCE WITH LAWS.

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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that sure 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 or sexual orientation. Such action shall include, but 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;

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, sex affectional or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;

The contractor or subcontractor agrees to attempt, in good faith, to employ 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 supplements from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Officer pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented form time to time;

The contractor or subcontractor 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, affectional or sexual orientation, 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;

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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions;

The contractor and its subcontractors 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, and public agencies 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).

# PRINCETON HEALTH DEPARTMENT



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David A. Henry, M.P.H.  
Health Officer

## MEMO

To: Linda McDermott, Clerk

From: Dave Henry, M.P.H., Health Officer

Date: May 28, 2013

Re: Public Health Nurse Case Management Services for Childhood Lead Poisoning

We are proposing, for the fourth year, to enter into a Memorandum of Understanding with the City of Trenton to have them provide public health nurse case management services for childhood lead poisoning. The funding for this MOU comes from a State grant (CDC pass-thru grant).

We are one of many local health departments that will be sharing in this tri-county regional health service. The participating local health departments include the City of Trenton, all of Mercer County, part of Middlesex County and all of Somerset County. I expanded this service while I was the Acting Shared Services Health Officer for the City of Trenton. Besides being free, we will have consistent services throughout Mercer, part of Middlesex and Somerset Counties. The attached MOU details the services that will be rendered.

- c. Princeton Council
  - Robert Bruschi, Administrator
  - Kathryn Monzo, Director of Health and Social Services
  - Sandra Webb, Chief Financial Officer
  - Dr. George DiFerdinando, Chair – Princeton Board of Health



**Public Health**  
Prevent. Promote. Protect.

Website: <http://www.princetonhealthoffice.org>

**RESOLUTION 2013-R  
OF THE MAYOR AND COUNCIL  
OF PRINCETON**

**WHEREAS**, Princeton desires to enter into a memorandum of understanding in connection with certain activities as hereafter more particularly stated, and

**WHEREAS**, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a memorandum of understanding with **the City of Trenton, 319 E. State Street, Trenton NJ 08608** (hereinafter referred to as "Provider") to provide consultant services to Princeton from **July 1, 2013 through June 30, 2014**, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide Public Health Nurse Case Management Services for Childhood Lead Poisoning services and other related duties as cited in the proposed memorandum of understanding (attached), for a total contract amount not to exceed **\$0**. Under this Agreement, Provider shall at all times act as an independent professional contractor and shall have no authority to act as an agent or representative of the Princeton or to enter into any financial or other contractual commitment on behalf of the Borough without the prior written approval of same granted in accordance with law.

2. The form of contract shall include standard provisions common to professional service agreements entered into by Princeton and shall be subject to approval by the Princeton Attorney.

3. The memorandum of understanding shall be entered into without competitive bidding as a MOU for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

4. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, LINDA McDERMOTT, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held June 3, 2013

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 4<sup>th</sup> day of June, 2013.

\_\_\_\_\_  
LINDA McDERMOTT  
Clerk

# **Memorandum of Understanding**

**Between**

**Princeton**

**And**

**City of Trenton, Mercer County**

**Public Health Nurse Case Management Services for Childhood Lead Poisoning**

This Memorandum of Understanding (MOU) is made and entered into between Princeton and the City of Trenton regarding activities related to the delivery of public health nurse case management services from the City of Trenton located at 319 East State Street, Trenton, NJ 08608; for lead-burdened children whose jurisdiction is covered by Princeton located at 400 Witherspoon Street, Witherspoon Hall, Princeton, NJ 08540.

## **I. Purpose**

The purpose of this MOU is to provide a framework for cooperation between Princeton and the City of Trenton in developing a collaborative relationship for the delivery of public health nurse case management services for lead-burdened children in the jurisdictions covered by Princeton is mandated to provide (directly or indirectly via contract) public health nurse case management services to lead-burdened children living in their jurisdiction. The City of Trenton, a grant-funded agency of the Child and Adolescent Program, has agreed to expand their service jurisdictions to nearby municipalities/counties for provision of nurse case management services in accordance with N.J.A.C. 8:51 (Childhood Lead Poisoning), between July 1, 2013 and June 30, 2014.

## **II. Background**

The Princeton and City of Trenton share common priorities and interests in primary and preventive care services delivery. Each organization has unique competencies through which it addresses this goal the Princeton and the City of Trenton recognize that, by forming a strategic partnership, they can capitalize on the individual strengths of each organization to achieve the established goals and objectives for public health services delivery and those of related interest.

The Princeton Health Department is a state certified, local health department which provides public health services to the residents of Princeton, New Jersey. In the course of providing such care, the Princeton Health Department is responsible under N.J.A.C. 8:51 to follow-up on lead-burdened children in their jurisdiction, specifically environmental intervention and nursing case management.

The City of Trenton, Division of Health is a state certified, local health department located in the City of Trenton, which provides public health services to the residents of the City of Trenton. The City of Trenton is also a grant-funded agency of the Child and Adolescent Program, and has agreed to expand their service jurisdictions to nearby municipalities/counties for provision of nurse case management services in accordance with N.J.A.C. 8:51 (Childhood Lead Poisoning), between July 1, 2013 and June 30, 2014.

Princeton and the City of Trenton are uniquely positioned to provide leadership in the Princeton and City of Trenton through its mission to serve the interests of individuals in accessing quality public health services to expand health access, reduce health disparities, increase health outcomes, and improve the quality of life of residents.

### III. Statement of Responsibilities

In consideration of the above stated mutual interests and objectives, the parties agree to do the following:

Princeton Health Department will:

1. Permit the City of Trenton to provide public health nurse case management services, including home visits, in accordance with N.J.A.C. 8:51 for lead-burdened children living in jurisdictions covered by the Princeton Health Department;
2. Encourage environmental inspectors to participate in joint home visits with the public health nurse from the City of Trenton;
3. Ensure that designated environmental inspectors will consult and meet regularly with public health nurses and /or representatives from the Princeton Health Department to discuss the active cases; and,
4. Document in LeadTrax all activities related to environmental investigations conducted for the lead-burdened children.

The City of Trenton will:

1. Comply with the provision of public health nurse case management services in accordance with N.J.A.C. 8:51 for lead-burdened children living in jurisdictions covered by the Princeton Health Department;
2. Ensure that assigned the public health nurse will consult and meet regularly with the environmental inspectors from the Princeton Health Department to discuss the active cases;
3. Document in LeadTrax all activities related to nurse case management services conducted for the lead-burdened children living in jurisdictions covered by the Princeton Health Department;
4. Ensure confidentiality, privacy, and security of information according to HIPAA and other regulatory statutes; and
5. Comply with all applicable federal, state, and local laws and regulations governing the provision of public health nurse case management services.

#### IV. General Provisions

##### (A.) Mandatory General Provisions

1. During the term of this Agreement, **both parties** shall comply with all federal, state, and municipal laws, rules and regulations generally applicable to the activities performed pursuant to this Agreement.
2. **Each of the parties** is an independent entity and neither party shall hold itself out as an agent, partner, or representative of the other.
3. Failure by either party to exercise any right or demand performance of any obligation under this Agreement shall not be deemed a waiver of such right or obligation.
4. If any of the provisions of this Agreement are, or become invalid, to any extent, the other provisions of this Agreement shall not be effected thereby. In the event of the invalidity of a provision, the parties agree to accept a provision which reflects as closely as possible the intention of the invalid provision.
5. This Agreement may not be assigned without the prior written consent of the New Jersey Department of Health.
6. The laws of the State of New Jersey govern this agreement.

#### V. Duration of the Agreement

It is mutually agreed upon and understood by the parties that:

1. This MOU will expire on June 30, 2014, and the parties will meet prior, to consider renewing or modifying the MOU after receiving guidance from the NJ Department of Health;
2. This MOU shall not restrict the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals; and,
3. This agreement shall become effective upon signature by authorized officials from the Princeton and the City of Trenton, and will remain in effect until modified or terminated by one or all of the parties, by mutual consent, or upon 60 days prior written notice.
4. Modification of the City of Trenton's grant with the Child and Adolescent Health Program will not immediately terminate this agreement.

VI. Principal Contacts

The principal contacts for all notifications required or otherwise necessary under this Agreement shall be as follows:

Princeton Health Department:  
Name: David A. Henry, MPH, HO  
Address: One Monument Drive  
Phone: (609) 497-7610  
Email: dhenry@princetonnj.gov

City of Trenton, Division of Health:  
Name: James Brownlee, Director/Health Officer  
Address: 319 E. State Street, Trenton, NJ 08608  
Phone: (609) 989-3242  
Email: \_\_\_\_\_

\_\_\_\_\_  
Elizabeth Lempert, Mayor  
Princeton

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda McDermott, Clerk  
Princeton Borough

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tony F. Mack, Mayor  
City of Trenton

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leona Baylor, City Clerk  
City of Trenton

\_\_\_\_\_  
Date

*[template created by S Dellas 8/2/2011]*

**RESOLUTION**  
**Mayor & Council of Princeton**

BE IT RESOLVED by the Mayor and Council of Princeton:

1. Applications having been duly made, the following are hereby adjudged to be entitled to the alcoholic beverage license for the licensed premises and with the effective date of July 1, 2013:

**PLENARY RETAIL CONSUMPTION LICENSE — FEE \$2,500**

1114-33-027-004	Astons Jazz t/a Astons Jazz elements
1114-33-028-004	Cirton, Inc., t/a Conte's Bar
1114-33-004-007	DWM Holdings, Incorporated T/A WITHERSPOON GRILL
1114-33-024-008	Eat, Inc., t/a Main Street Princeton Shopping Center
1114-33-005-010	Hulfish Restaurants, LLC T/A MEDITERRA
1114-33-023-005	JL Ivy Bar LLC t/a Metro Grill
1114-33-006-003	L.D.M., Inc. T/A IVY INN
1114-33-007-003	Agricola LLC
1114-33-009-008	Nassau Inn Limited Partnership T/A NASSAU INN
1114-33-010-007	Palmer Square Pizzeria, Inc. T/A TERESA'S PIZZETTA CAFFE
1114-33-013-007	Select Restaurants, Inc. T/A WINBERIE
1114-31-033-001	Springdale Golf Club
1114-33-026-006	Tournament Players Club, Jasna Polana
1114-33-016-005	20 Bayard B & B T/A PEACOCK INN
1114-33-020-004	Alchemist & Barrister, Inc.

**PLENARY RETAIL CONSUMPTION LICENSE [THEATRE EXCEPTION] — FEE \$2,500**

1114-37-021-002	McCarter Theatre Company
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**PLENARY RETAIL CONSUMPTION LICENSE [RESTRICTED BREWERY] — FEE \$2,500**

1114-38-012-008	Triumph Brewing Company of Princeton, Inc. T/A TRIUMPH BREWING COMPANY
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**PLENARY RETAIL DISTRIBUTION LICENSE — FEE \$2,500**

1114-44-002-008	T3M L.L.C. T/A THE CORKSCREW WINE SHOP
1114-44-003-008	Community Acquisition Corporation T/A COMMUNITY LIQUORS
1114-44-008-005	Nassau Liquors, Inc. T/A NASSAU LIQUORS GRAPE & GRAIN COMPANY
1114-44-011-005	GOEL WINES, LLC T/A VARSITY LIQUORS
1114-44-025-005	Plainsboro Liquors d/b/a Claridge Wine & Liquor Co., Inc.
1114-44-014-006	Princeton Wine & Liquor, Inc. T/A PRINCETON WINE & LIQUOR
1114-44-015-008	Princeton Wines, LLC T/A COOL VINES

**CLUB LICENSE — FEE \$188**

1114-31-030-001	Institute Club of the Institute for Advanced Study
1114-31-018-002	Nassau Club of Princeton
1114-31-031-001	Pretty Brook Tennis Club of Princeton
1114-31-032-002	Princeton Italian American Sportsmen Club
1114-31-019-009	Prospect Assoc. of Princeton University t/a Prospect
1114-310-22-002	House Committee of The Graduate College t/a DEBASEMENT BAR
1114-31-029-001	Witherspoon Lodge 178 IBPOEofW

2. The Princeton Municipal Clerk is hereby authorized and directed to sign, issue and deliver license certificates in accordance with the foregoing on behalf of the Mayor and Council of Princeton.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council of Princeton at its meeting held on June 10, 2013.

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Linda S. McDermott  
Municipal Clerk

## Resolution #2013-

Princeton, County of Mercer, State of New Jersey

**WHEREAS**, the Code of the Borough of Princeton, Section 24A-8 allows for the Mayor and Council to grant permission to persons to have alcoholic beverages in a public park; and

**WHEREAS**, the Princeton Democratic Organization (PCDO) has requested permission from the Mayor and Council for its members to bring alcoholic beverages for their own consumption to the Harrison Street Park for a PCDO Family Picnic on July 14, 2013 between the hours of 3:00 p.m. to 7:00 p.m.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of Princeton, as follows:

1. Members of the PCDO are granted permission to bring alcoholic beverages for their own consumption to the Harrison Street Park for the PCDO Family Picnic on July 14, 2013 between the hours of 3:00 p.m. and 7:00 p.m.

I, **Linda S. McDermott**, Municipal Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council at its meeting held June 10, 2013.

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Linda S. McDermott  
Municipal Clerk

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From:  "Robert N. Sandberg" <rsand@Princeton.EDU> 6/3/2013 9:25:5...  

Subject: PCDO Picnic

To:  **Delores Williams** [View in Browser](#)

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To the Clerk's Office,

I am writing to let you know that the PCDO picnic will be held this year on Sunday, July 14, 2013, 3:00-7:00PM. We will be requesting that the Council approve the consumption of alcohol at the picnic and will arrange to have a Council member introduce a resolution. Thank you for your assistance.

Sincerely yours,  
Bob Sandberg  
609-683-7118