

## PRINCETON HEALTH DEPARTMENT



Board of Health Members  
Princeton

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Princeton, New Jersey 08542  
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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: August 23, 2013

Re: PSA – Nursing Services - 2013

I have attached the Professional Services Agreement for Princeton Homecare for nursing services. The services include blood pressure screenings, flu clinic on October 22<sup>nd</sup>, home visits and assessments for our senior population.



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

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

**WHEREAS**, 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 Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with **Princeton HomeCare, 88 Princeton-Hightstown Road, Princeton Junction, NJ 08550** (hereinafter referred to as "Provider") to provide consultant services for 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 professional health services and other related duties as cited in the proposal letter of **July 24, 2013** (attached), for a total contract amount not to exceed **\$9,000.00**

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 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 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 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, 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 September 9, 2013</p> <p>IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 10<sup>th</sup> day of September 2013</p> <p>_____</p> <p>LINDA MCDERMOTT Clerk</p>								

August 14, 2013

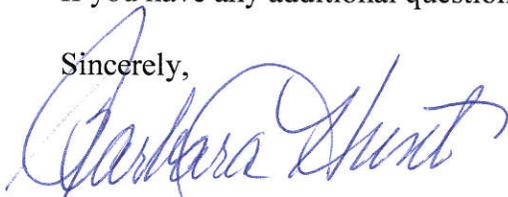
The Mayor and Council of Princeton  
400 Witherspoon Street  
Princeton, NJ 08540

To Whom It May Concern:

Please find enclosed your copy of the signed 2013 Nursing Contract for Princeton HomeCare, which is located at 88 Princeton Hightstown Drive, Suite 202, in Princeton Junction, NJ 08550.

If you have any additional questions, please feel free to contact our office.

Sincerely,



Barbara Hunt  
Department Secretary

**2013 NURSING CONTRACT  
ARTICLES OF AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the Princeton HomeCare Services, New Jersey, with its principal place of business at 88 Princeton Hightstown Road, Princeton Junction, New Jersey 08550, hereinafter called "**Homecare Services**" and the Mayor and Council of Princeton, 400 Witherspoon Street, Princeton, New Jersey 08540, hereinafter called "**Princeton**"

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

**WHEREAS**, Princeton wishes to provide such community health nursing services as part of the general health programs in such area, according to "Standards of Performance for Local Boards of Health in New Jersey; and

**WHEREAS**, it is the desire of Princeton and HomeCare Services to execute an agreement authorizing the services to be performed and charges therefore;

**WHEREAS**, HomeCare Services are able and willing to furnish such community health services,

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein expressed, it is agreed:

1. HomeCare Services shall, and it is retained by Princeton to perform the services hereinafter specified:

(a) Adult Health Screening Services - Blood Pressure

8.87 Hours @ \$65.00 per hour = \$576.60 per month  
= \$6,920.00 per year

(b) Provide public health nursing services for two annual influenza clinics

4 Nurses for 8 hours @ \$65.00/hour = \$2,080.00

Total = \$9,000.00

Any amendments to the aforesaid schedule must be agreed to by both parties to the Agreement in writing and with adequate notice.

2. HomeCare Services shall provide a Masters prepared Public Health Nurse Director and a staff of professional registered nurses to perform said services and said nurses will perform their duties in accordance with the policies and regulations of HomeCare Services.

The services provided by HomeCare Services shall be performed under the specific direction and periodic supervision of HomeCare Service's Director of the Department of Home Care, who shall periodically consult and confer with the Health Officer. Their recommendations as to modification of the services provided by Princeton through HomeCare Services shall be presented to their respective governing bodies for approval. Any

amendments to this Agreement must be adopted in accordance with the terms of the Agreement.

Princeton shall make such arrangements to provide physicians to work in conjunction with HomeCare Services's Home Care Nursing Service, as it may deem appropriate. HomeCare Services shall have no duty to furnish any physician services in the context of this Agreement but will coordinate its efforts with those of any physician who may be retained by Princeton.

3. HomeCare Services 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 HomeCare Services 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.

HomeCare Services shall provide certificates of insurance to Princeton at the time of execution of this Agreement.

4. HomeCare Services shall hold harmless and indemnify Princeton, its employees and/or agents from any claims arising out of provision of services by HomeCare Services under this Agreement.

5. A written statement itemizing the services rendered by HomeCare Services pursuant to Paragraph one (1) of this Agreement, and the charges, therefore, shall be prepared monthly by HomeCare Services and forwarded to Princeton. Princeton shall reimburse HomeCare Services in accordance with the terms of the prior month's written statement. Princeton shall reimburse HomeCare Services in thirty (30) days from receipt of invoice. HomeCare Services shall keep accurate records of all health services rendered in the context of this Agreement, and shall furnish all necessary information to Princeton in its monthly statement. Records of nursing services provided by HomeCare Services shall be kept by HomeCare Services at its principal place of business and shall be kept confidential in terms of the identity of persons treated.

Authorized personnel of HomeCare Services and Princeton may review these records and any specific information concerning individual patients may be released to HomeCare Services upon delivery of written authorization from a patient.

6. HomeCare Services shall be reimbursed by Princeton for services provided in the context of this Agreement at the rate of forty-one dollars and fifty-three cents (41.53) per hour. The total charges which Princeton will be required to reimburse HomeCare Services shall not exceed \$9,000.00 in Princeton's calendar year of 2013. Payment is subject to the adoption of the 2013 Municipal Budget and availability of funds.

7. Community Nursing Services will be provided under the terms and conditions of this Agreement without regard to race, religion, sex, creed, age or national origin.

8. This Agreement for professional services may not be assigned by either party.

9. All work product including internal memoranda, reports, plans, and final product shall become the property of Princeton and shall be surrendered to Princeton or its designee upon the termination of this Agreement.

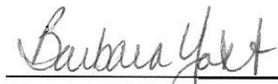
10. The terms of this Agreement shall be from January 1, 2013 to December 31, 2013 and may be renewed for additional periods if agreed upon in writing by the parties hereto. Either party may terminate this Agreement without cause upon sixty (60) days written notice to be delivered to the other party, 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.

11. Princeton hereby incorporates into this Agreement the mandatory language of Sub-section 3.4(a) and the mandatory language in Section 5.3 of the Regulations promulgated by the treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127 as amended and supplemented from time to time, and as further described in "Addendum and Affirmative Action/Employment Goal Compliance Attachment to Instructions to Bidders for Procurement and Service Contracts", Attachment as Exhibit A.

12. The Provider 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 Princeton, which consent shall not unreasonably be refused, and the written consent of the patient.

**ATTEST:**

**BY:**



**Barbara Yost**  
**Vice President,**  
**Continuum of Care Services**



**Barry Rabner, President**  
**Princeton Health Care System**

**ATTEST:**

**BY:**

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



\_\_\_\_\_  
**Liz 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).