

**MASON, GRIFFIN & PIERSON**  
A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

**MEMORANDUM**

To: Mayor and Council of Princeton

From: Edwin W. Schmierer, Esq.

Date: January 9, 2014

**Re: Township of Hamilton - Princeton: Health Services Shared Services Agreement**

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Princeton has contracted with the Hamilton Township Health Department to provide public health services mandated by law concerning certain sexually transmitted diseases. Clinics are offered by the Hamilton Township Health Department in Princeton to provide counseling with regard to these types of diseases. If a resident contracts such a disease, treatment services are provided. The services provided are billed pursuant to a fee schedule which for 2014 remains the same as 2013. Funding for these services is provided through the Princeton Health Department budget.

I have prepared and attach hereto a proposed resolution authorizing a shared services agreement with the Township of Hamilton for the calendar year 2014. The Agreement prepared by Hamilton Township and authorized by their Resolution 13-48 is also attached.

We would appreciate very much if you would consider authorizing the shared services agreement at your meeting on January 13, 2014.

cc: Robert W. Bruschi, Administrator  
Kathryn Monzo, Assistant Administrator  
Linda S. McDermott, Municipal Clerk  
Robert V. Kiser, P.E., Princeton Engineer  
Robert Hary, Interim Health Officer

**COUNTY OF MERCER**

**PRINCETON**

**STATE OF NEW JERSEY**

**RESOLUTION**

WHEREAS, Princeton wishes to enter into a shared services agreement with the Township of Hamilton pursuant to *N.J.S.A. 40A:65-1* for the purpose of having the Township of Hamilton provide public health services to Princeton for certain sexually transmitted diseases; and

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act referenced above requires that a shared service be authorized by resolution.

NOW THEREFORE, be it resolved by the Mayor and Council of Princeton as follows:

1. The Mayor and the Clerk of Princeton are hereby authorized and directed to enter into a shared services agreement for health services with the Township of Hamilton for the calendar year 2014 concerning sexually transmitted diseases. The Agreement authorized by this resolution is on file in the office of the Municipal Clerk and may be inspected during regular office hours.

2. A certified true copy of this resolution shall be forwarded to the Hamilton Township Department of Law, P.O. Box 00150, Hamilton, New Jersey 08650-0150 upon its adoption.

3. A notice of the award of this contract shall be published in the Princeton Packet within ten days of its adoption as required by law.

**CERTIFICATION**

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the above Resolution was adopted by the Mayor and Council of Princeton at its regular meeting held on January 13, 2014.

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Linda S. McDermott, Clerk  
Princeton

**SHARED SERVICES AGREEMENT FOR HEALTH SERVICES**  
**TOWNSHIP OF HAMILTON & PRINCETON**

January 1, 2014 to December 31, 2014

This Agreement made this **3rd** day of **December, 2013**, by and between the **Township of Hamilton**, County of Mercer, a municipal corporation of the State of New Jersey, with principal offices located at 2090 Greenwood Avenue, P.O. Box 00150, Trenton, New Jersey 08650-0150; and **Princeton**, County of Mercer, a municipal corporation of the State of New Jersey, with principal offices located at 400 Witherspoon Street, Princeton, New Jersey 08540;

***Witnesseth that:***

**Whereas**, Princeton is responsible by law for the protection of public health and wishes to provide certain sexually transmitted disease (STD) clinic services / health services for its residents and the residents of Princeton Township; and

**Whereas**, Princeton desires to contract with the Township of Hamilton for provision of those sexually transmitted disease (STD) clinic services / health services; and

**Whereas**, the Township of Hamilton is agreeable to providing sexually transmitted disease (STD) clinic services / health services to Princeton for a fee and upon certain specified conditions; and

**Whereas**, the *Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.*, permits local units of this State to enter into a contract with any other local unit for the joint provision within their combined jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

**Whereas**, the Township of Hamilton and Princeton have authorized and approved this Agreement by Resolution duly adopted pursuant to *N.J.S.A. 40A:65-1, et seq.*, of the *Uniform Shared Services and Consolidation Act*;

**Now, Therefore**, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Scope of Services:** The Township of Hamilton agrees to provide to Princeton, for the benefit of the residents of Princeton, those certain health services appurtenant to the provision of a sexually transmitted disease (STD) clinic.
2. **Fees:** The fees payable by Princeton to the Township of Hamilton for the performance of the services described in Paragraph One shall be as set forth in **Schedule A** annexed hereto.
3. **Billing and Payment:** The Township of Hamilton will issue monthly bills for services rendered to Princeton. The bills will be issued by the fifteenth (15th) day of the succeeding month and will be payable within thirty (30) days of issuance.
4. **Liability:** The Township of Hamilton and Princeton shall be responsible for acts of their own negligence consistent with the provisions of the *New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.*, arising out of or related to performance of any activity under the terms of this Agreement.
5. **Effective Date/Termination:** This Agreement shall be for twelve (12) months effective January 1, 2014 and ending December 31, 2014.
6. Each party shall notify the other in writing sixty (60) days before expiration of this agreement if it desires to continue services and negotiate a new contract for 2015.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the respective dates indicated below:

TOWNSHIP OF HAMILTON

PRINCETON

\_\_\_\_\_  
Kelly A. Yaede, Mayor

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Eileen A. Gore, RMC, CMC  
Municipal Clerk

\_\_\_\_\_  
Linda McDermott, RMC, CMC  
Municipal Clerk

Dated:

Dated:



5. **BBP/TB Exposure Follow-Up:**

- a. Counseling and guidance provided to occupationally exposed employees.
- b. Conducted by Public Health Nurse and/or HIV Counselor.

BBP Investigation, Counseling & Guidance - \$ 75.00

BBP Exposure, Follow-up at 3 months and 6 months - \$150.00

Total for Exposure = \$225.00/employee

TB Exposure - \$175.00 per exposure plus \$55.00 if 2 follow-up PPD's are required

6. **Sexually Transmitted Disease (S.T.D.) Clinic Services:**

- a. Schedule is Monday and Thursday at the Hamilton Township Department of Health.
- b. Conducted by Public Health Nurses and S.T.D./HIV counselor(s).

STD Visit - \$25.00 per patient as per contract.

7. **Pneumonia/Flu:**

- a. Medicare subscribers - Township or Non-Township residents: NO FEE
- b. Township residents - Non-Medicare subscribers: \$10.00
- c. Non Township residents, Private Sector & Businesses: \$20.00

8. **Blood Lead Investigations:**

- a. Investigation and follow-up: \$60.00/hour

9. **Child Health Conferences:**

- a. Assessment, Counseling, Examination and Immunizations \$45.00/patient

10. **Health Education Services:**

- a. Assessment, Planning and Implementation \$50.00/hour

**For further information, contact:**

Jeffrey J. Plunkett, Health Officer (609) 890-3820

Giovanna Guarraggi, R.N., MSN, APN-BC, Supervisor of Public Health Nursing Services  
(609) 689-5562

Jill Belviso, PHN, R.N., BSN (609)890-3827