



**Office of the Health Officer**  
**Jeffrey C. Grosser, MHS, HO, REHS**  
Princeton Health Department  
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[jgrosser@princetonnj.gov](mailto:jgrosser@princetonnj.gov)

Memo

To: Linda McDermott, Clerk

From: Jeffrey C. Grosser, MHS, HO - Health Officer

Date: April 28, 2014

Re: Professional Services Contract with the University Medical Center of Princeton at Plainsboro (UMCP) – Healthy Child Well-Baby Clinic

We are proposing to utilize the services of UMCP in order to provide well-baby health clinics for the prevention and containment of disease. The attached contract details the services that will be rendered.



**GMPHP** Greater Mercer  
Public Health  
*Partnership*

**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 **University Medical Center of Princeton at Plainsboro, One Plainsboro Road, Princeton NJ 08536** (hereinafter referred to as "Provider") to provide consultant services for Princeton from **January 1, 2014 through December 31, 2014**, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide **HEALTHY CHILD WELL-BABY CLINIC** services and other related duties as cited in the proposed contract (attached), for a total contract amount not to exceed **\$5,760**.

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 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.

Rendition of Invoices: Payment of fees will be made upon the submission to the Provider to 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 Borough at a meeting held May 12, 2014</p> <p>IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of Princeton, this 13<sup>th</sup> day of May, 2014.</p>								
<p>_____  LINDA MCDERMOTT  Princeton Clerk</p>								

**HEALTHY CHILD/WELL BABY CLINIC**  
**2014 ARTICLES OF AGREEMENT**  
**PRINCETON HEALTH DEPARTMENT & UNIVERSITY MEDICAL CENTER OF**  
**PRINCETON AT PLAINSBORO**

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**This AGREEMENT**, made this            day of            , 2014 by and between the Mayor and Council of Princeton, 400 Witherspoon Street, Princeton, N. J. 08540, hereinafter designated "**Princeton**" and the University Medical Center of Princeton at Plainsboro, a not for profit corporation of the State of New Jersey, with its principal place of business located at 1 Plainsboro Road, Plainsboro, N. J., 08536, hereinafter designated the "**Medical Center**."

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

**WHEREAS**, Princeton wishes to provide such preventive health services for infants and children in accordance with "NJ Practice Standards of Performance for Local Boards of Health in New Jersey; and

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

**WHEREAS**, the Medical Center is able and willing to furnish such community health services,

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein expressed, it is agreed that the Medical Center shall, and is retained by the Princeton to perform, healthy child/well baby nursing clinic services for uninsured residents of Princeton for the promotion of health and the prevention of chronic and communicable diseases, as defined by the New Jersey State Department of Health Practice Standards of Performance.

- 1. SCOPE OF WORK:** The Medical Center will provide a monthly Healthy Child/Well Baby Clinic for Princeton children birth through age seven. The pediatrician and nursing staff will provide physical exams, growth measurements, required immunizations, tuberculin tests, lead, vision, anemia, and hearing screenings, and developmental assessment. Parents can learn about the proper development of their child and receive information on good nutrition. A complete list of services to be performed will be provided to Princeton in quarterly data reports, as required by the NJ State Department of Health.

The Medical Center 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 the Medical Center shall be kept by the Medical Center at its principal place of business and shall be kept confidential in terms of the identity of persons treated. Authorized personnel of the Medical Center and the Princeton

may review these records, and any specific information concerning individual patients may be released to the Princeton upon delivery of written authorization from the patient's legal guardian.

2. **CONFIDENTIALITY:** 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's legal guardian.
3. **STAFFING:** The Medical Center shall provide a Masters level 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 the Medical Center.
4. **SUPERVISION:** The services provided by the Medical Center shall be performed under the specific direction and periodic supervision of the Medical Center's Director, who shall periodically consult and confer with the Health Officer.
5. **PHYSICIAN SUPPORT:** Princeton shall make such arrangements to provide physicians to work in conjunction with the Medical Center's Home Care Nursing Service, as it may deem appropriate. The Medical Center 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.
6. **GENERAL LIABILITY:** The Medical Center 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.
7. **INSURANCE:** The Medical Center shall provide certificates of insurance to Princeton at the time of execution of this Agreement. The Medical Center shall hold harmless and indemnify Princeton, its employees and/or agents from any claims arising out of provision of services by the Medical Center under this Agreement.
8. **COSTS:** The Medical Center shall be reimbursed by Princeton for services provided in the context of this Agreement at the rate of \$480.00 per clinic per month, at twelve (12) clinics per year. The total charges which Princeton will be required to reimburse the Medical Center shall not exceed five-thousand seven hundred sixty dollars (\$5,760) for calendar year 2014. Payment is subject to the adoption of the 2014 Municipal Budget, and availability of funds.
9. **INVOICING:** The Medical Center will invoice Princeton monthly. Payment is expected to

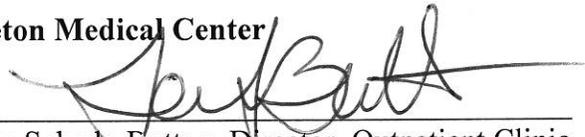
be received no later than thirty (30) calendar days from date of invoice. Invoicing will be sent c/o the Health Officer, Princeton Health Department, One Monument Drive, Princeton, N. J. 08542.

**10. TERMS:** This Agreement for professional services may not be assigned by either party. The terms of this Agreement shall be from January 1, 2014 to December 31, 2014, 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.

**Princeton Medical Center**

By: \_\_\_\_\_

  
Lisa Schade-Button, Director, Outpatient Clinic

**ATTEST:**

By: \_\_\_\_\_

**Princeton**

By: \_\_\_\_\_

Liz Lempert, Mayor of Princeton

**ATTEST:**

By: \_\_\_\_\_

Linda McDermott, Princeton Clerk