



Office of the Health Officer
Jeffrey C. Grosser, MHS, HO, REHS
Princeton Health Department
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Memo

To: Linda McDermott, Clerk

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

Date: April 28, 2014

Re: PSA – HiTOPS-Youth Sexually Transmitted Disease Clinic

I have attached the Professional Services Agreement for HiTOPS-Youth Sexually Transmitted Disease Clinic. 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.



GMPHP Greater Mercer
Public Health
Partnership

**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, 2014 through December 31, 2014**, 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 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

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 May 12, 2014

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 13th day of May 2014.

LINDA McDERMOTT
Princeton Clerk

ADOLESCENT SEXUALLY TRANSMITTED DISEASE (STD) SERVICES

2014 ARTICLES OF AGREEMENT

PRINCETON HEALTH DEPARTMENT and HiTOPS, Inc.

This AGREEMENT, made this day of , 2014 by and between the Mayor and Council of Princeton, One Monument Drive, Princeton, New Jersey 08542, hereinafter designated "**Princeton**" and HiTOPS, Inc., a not for profit corporation 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 public health; and

WHEREAS, Princeton wishes to provide adolescent sexually transmitted disease services for the residents 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.

1. **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.
2. **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.
3. **LAB SERVICES:** HiTOPS shall provide adequate laboratory services for bacteriologic and serologic analyses.
4. **FACILITIES:** HiTOPS shall provide diagnostic and treatment facilities which are accessible to the public on an appointment basis.

5. **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.
6. **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, 2015; 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.
7. **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 Princeton, which consent shall not unreasonably be refused, and the written consent of the patient or the patient's guardian.
8. **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 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.
9. **INSURANCE:** HiTOPS shall provide certificates of insurance to Princeton at the time of execution of this Agreement. HiTOPS shall hold harmless and indemnify Princeton, 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 Princeton 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 Princeton 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.
10. **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. The total charges

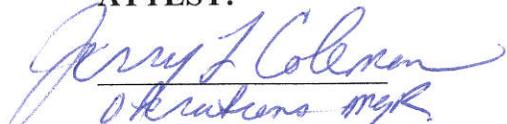
which Princeton will be required to reimburse HiTOPS shall not exceed five thousand dollars (\$5,000.00) for calendar year 2014. Payment is subject to the adoption of the 2014 Municipal Budget, and availability of funds. HiTOPS shall notify the Health Officer in writing by November 1, 2014 if it is determined, 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 may be amended in writing by mutual agreement of HiTOPS and the Health Officer, and approval of the Mayor and Council of Princeton

11. 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.

12. 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.

ATTEST:


Operations Mgr.
Director

BY:


Elizabeth M. Casparian, Executive

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).