



Office of the Health Officer
Jeffrey C. Grosser, MHS, HO, REHS
Princeton Health Department
1 Monument Drive,
Princeton, NJ 08542
609-497-7608 Fax: 609 688-2031
www.princetonnj.gov
jgrosser@princetonnj.gov

Memo

To: Linda McDermott, Clerk

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

Date: April 28, 2014

Re: PSA – Pediatrician

I have attached the Professional Services Agreement for Amy Gittell, DO – Pediatrician for the Well Baby Clinic at the Hospital.



GMPHP Greater Mercer
Public Health
Partnership

**RESOLUTION
OF THE MAYOR AND COUNCIL
OF 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 **Amy Gittell, D.O.; 601 River Road, Yardley, PA 19067** (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 professional medical services and other related duties as cited in the contract (attached), for a total contract amount not to exceed **\$4,380.00**.

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 Princeton or to enter into any financial or other contractual commitment on behalf of 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 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 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								
Mrs. Miller								
Mr. Simon								
Mayor Lempert								
<p>I, LINDA McDERMOTT, 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 Princeton at a meeting held May 12, 2014.</p> <p>IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 13th day of May 2014.</p>								
<p>_____ Linda McDermott Clerk</p>								

**TOWN OF PRINCETON
2014 PROFESSIONAL SERVICES AGREEMENT
PEDIATRICIAN SERVICES**

AGREEMENT, made this day of , 2014, by **Amy Gittel, D.O.**, **601 River Road, Yardley, Pennsylvania 19067** (hereafter referred to as "Provider"), and the **Town of PRINCETON**, a municipal corporation in the County of Mercer and State of New Jersey (hereafter referred to as "Princeton"), One Monument Drive, Princeton, New Jersey 08542, acting on behalf of the Princeton Health Department (hereafter referred to as the "Department").

WHEREAS, Princeton and the Provider desire to enter into an agreement for the performance by the Provider of professional services in connection with certain activities being conducted by the Department, as hereafter more particularly stated.

NOW, THEREFORE, in consideration of the mutual obligations hereafter set forth, the parties hereto agree as follows:

1. STATEMENT OF WORK: The Provider shall use its best efforts to perform professional services and other related duties as follows:

Subject to the availability of funds and the adoption of a final budget by the Mayor and Council of the Princeton, the Provider shall serve as the Clinic Physician at the Princeton Child Health Conferences Clinic on the first Thursday of each month and shall perform professional services and other related duties including, but not limited to, the following:

A. The Provider shall:

1. Establish medical policy in accordance with all State requirements;
2. Examine children at the Clinic; undertake a determination regarding the state of their health and development; discuss any problems with the parents of the children; provide counseling; and plan the management of health problems; and
3. Supervise the medical aspects of the Clinic's operations.

B. The Provider shall render said services during regular Clinic sessions.

C. The aforesaid program activities and services rendered by the Provider shall be reviewed for the purpose of determining its compliance with the requirements of the State Department of Health and the Princeton Health Department.

Under this Agreement, the Provider shall at all times act as an independent professional contractor and not as an employee of Princeton and/or the Department, and shall have no authority to act as an agent or representative of Princeton and/or the Department or to enter into any financial or other contractual commitment on behalf of Princeton and/or Department without the prior written approval of same granted in accordance with law. This Agreement shall be effective for the calendar year of 2014, unless sooner terminated as provided hereinafter.

2. PAYMENT

(a) Princeton, on behalf of the Department, shall pay the Provider compensation based upon an hourly fee of \$85.00, which compensation is expressly subject to the availability of funds and the approval and adoption of the 2014 Municipal Budget by the Mayor and Council of the Princeton. This payment is subject to a maximum sum of \$4,380.00 appropriated for services performed hereunder during the term of this Agreement, as well as to provide reimbursement for all reasonable and necessary expenses incurred in connection therewith. Payment for fractional periods shall be pro-rata. The foregoing provisions shall constitute the sole and exclusive compensation due the Provider under this Agreement.

(b) Rendition of Invoices. Payment of fees and reimbursement for such expenses incurred will be made upon the submission by the Provider of Princeton of invoices in the form prescribed by Princeton no later than the tenth (10th) day of the month following each calendar year quarter 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.

3. INSURANCE.

As a condition precedent of this Agreement taking effect, the Provider shall provide the Department with the following documentation:

- (a) A copy of the Provider's current license(s) to practice medicine;
- (b) A copy of the Provider's policy(ies) of insurance, indemnifying the Department 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.

4. TERMINATION. This Agreement shall be effective for the period provide above, although it may be sooner terminated, with or without cause, for any reason whatsoever, at any time by Princeton or the Provider by giving sixty (60) days written notice.

5. NON CONFLICTS OF INTEREST. The Provider represents that neither it nor its firm is now performing and expressly agrees to refrain during the period of effectiveness of this Agreement from so performing, any professional services for any person, firm or corporation which results or might result in a conflict of interest between the Provider and Princeton, directly or indirectly. The Provider agrees to disclose in writing to Princeton any and all such conflicts of interest which may arise, giving full particulars.

6. TITLE TO DATA AND PROPERTY PRODUCED BY THE PROVIDER. The Provider agrees that title to and all rights and other legal interest in all correspondence, memoranda, records, data, analysis, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with Princeton and the Provider, and the Provider shall not have the right to sell, disclose, or make same available to third parties without the prior written consent to Princeton.

7. 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 prior written consent of the patient.

8. COMPLIANCE WITH LAWS. The Princeton hereby incorporates into this Contract the mandatory language of Section 3.4(a) and the mandatory language of 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 and Compliance Attachment to Instructions to Bidders for Procurement and Service Contracts"), attached as Exhibit A.

9. WAIVER. In the event of a breach of this Agreement by the Provider, any remedies available to Princeton shall be deemed cumulative and any failure on the part of Princeton to pursue and/or enforce any or all of its remedies at any time shall not be considered a waiver of any or all said remedies at any time.

10. COMPLETE AGREEMENT: This Agreement and any attachments hereto or incorporated by reference represent the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

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

ACCEPTED BY:



Amy Gittell, D.O.
Pediatrician

ATTEST:

Linda McDermott, Clerk
Princeton

BY:

Elizabeth Lempert, Mayor
Princeton