



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 – HiTOPS-Youth Health Education

I have attached the Professional Services Agreement for HiTOPS-Youth Health Education. They have been providing youth education services for us for many years. This service is aligned with the national and state goals of providing youth health education and empowering youth to make health choices. These goals are highlighted in Healthy People 2020 and the NJ Practice Standards for Local Boards of Health.



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 health education services and other related duties as cited in the proposed contract (attached), for a total contract amount not to exceed **\$4,000.00**.

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 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 Clerk of the Princeton of, 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 HEALTH EDUCATION SERVICES
2014 ARTICLES OF AGREEMENT
PRINCETON HEALTH DEPARTMENT and HiTOPS

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 Health Education Services for its students according to Minimum 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 health education hereinafter specified.

1. SCOPE OF WORK: HiTOPS will provide forty (40) adolescent health education classes to students at Princeton High School and John Witherspoon Middle School. Educational topics of these classes shall include:

1. HIV/AIDS Awareness
2. Sexual Harassment
3. Sexually Transmitted Diseases
4. Pregnancy Prevention and Contraception
5. Postponing Sexual Involvement
6. Date Rape

2. STAFFING: HiTOPS will provide qualified adolescent health education staff to perform said services, and said staff will perform their duties in accordance with the policies and regulations of HiTOPS.

3. SUPERVISION: The adolescent education services provided by HiTOPS shall be performed under the direction and periodic supervision of HiTOPS Health Education Director, who shall periodically consult and confer with the Health Officer.

4. REPORTING: HiTOPS will provide a written report to the Health Officer at the end of each school semester summarizing the activities of the program as delineated in the Scope of Work, and including additional information on program evaluation.

5. CONFIDENTIALITY: 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 school, the student, and/or the student's legal guardian.

6. 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 HiTOPS 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: 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.

8. COSTS: HiTOPS shall be reimbursed by Princeton for services provided in the context of this Agreement at the rate of one hundred dollars (\$100.00) per class. The total charges which Princeton will be required to reimburse HiTOPS shall not exceed four thousand dollars (\$4,000.00) for calendar year 2014. Payment is subject to the adoption of the 2014 Municipal Budget, and availability of funds.

9. 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. 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, P. O. Box 390, 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.

ATTEST:

Jerry Coleman
Secretary
HiTOPS, INC

BY:

Elizabeth M. Casparian
Elizabeth M. Casparian, Executive Director
HiTOPS

ATTEST:

Linda McDermott
Linda McDermott, Clerk
Princeton

BY:

Elizabeth Lempert
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).