

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

R E S O L U T I O N #25-145

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF
UNDERSTANDING BETWEEN THE CAPITAL HEALTH MEDICAL CENTER –
HOPEWELL, MERCER COUNTY AND THE TOWNSHIP OF HOPEWELL,
MERCER COUNTY FOR COMMUNITY HEALTH EDUCATION**

WHEREAS, in an effort to provide a framework for cooperation between the Hopewell Township Health Department and Capital Health Medical Center – Hopewell in developing a collaborative relationship for the delivery of community health education services for residents in the jurisdictions covered by the Hopewell Township Health Department; and

WHEREAS, the Hopewell Township Health Department is mandated to provide (directly or indirectly via contract) community health education services to residents living in their jurisdiction and Capital Health Medical Center, a community partner, is capable to provide community health education services within the Township's jurisdictions in accordance with N.J.A.C. 8:52 Public Health Practice Standards Of Performance For Local Boards Of Health In New Jersey.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Hopewell, that the mayor be authorized to sign a Memorandum of Understanding between Capital Health Medical Center - Hopewell and the Township of Hopewell for Community Health Education.

Date Adopted: April 14, 2025

CERTIFICATION

I, Katherine Fenton-Newman, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 14th day of April, 2025, in the Municipal Building Auditorium, Hopewell Township, New Jersey and via Zoom Video Communications.



Katherine Fenton-Newman, CMR, RMC

Municipal Clerk

Memorandum of Understanding
Between
Hopewell Township Health Department
And
Capital Health Medical Center - Hopewell, Mercer County
Community Health Education

This Memorandum of Understanding (MOU) is made and entered into between the **Hopewell Township Health Department (Recipient)** and **Capital Health Medical Center – Hopewell (Provider)** regarding activities related to the delivery of community health education services from the Provider located at One Capital Way, Pennington, NJ 08534 for residents whose jurisdiction is covered by the Hopewell Township Health Department located at 201 Washington Crossing Pennington Road, Titusville, NJ 08560.

I. Purpose

The purpose of this MOU is to provide a framework for cooperation between the Hopewell Township Health Department and Capital Health Medical Center – Hopewell in developing a collaborative relationship for the delivery of community health education services for residents in the jurisdictions covered by the Hopewell Township Health Department. The Hopewell Township Health Department is mandated to provide (directly or indirectly via contract) community health education services to residents living in their jurisdiction. The Provider, a community partner, is capable to provide community health education services within the Recipient's jurisdictions in accordance with N.J.A.C. 8:52 Public Health Practice Standards Of Performance For Local Boards Of Health In New Jersey.

II. Background

The Recipient and the Provider share common priorities and interests in public health initiatives. Each organization has unique competencies through which it addresses these goals. The Recipient and the Provider recognize that, by forming a strategic partnership, they can capitalize on the individual strengths of each organization to achieve the established goals and objectives for public health services delivery and those of related interest. The Recipient is a State-certified local health department which provides public health services to the residents of the Township of Hopewell, Hopewell Borough, and Pennington Borough, Mercer County, New Jersey in accordance with State and local regulations. The Provider is a health care resource accredited by DNV GL - Healthcare which provides patient care services to the residents of Hopewell Township and surrounding areas. The Recipient and the Provider are uniquely positioned to provide leadership and to serve the interests of individuals in accessing quality public health services, to expand health care access, reduce health disparities, increase health outcomes, and improve the quality of life of residents.

III. Statement of Responsibilities

In consideration of the above stated mutual interests and objectives, the parties agree to the following:

Hopewell Township Health Department will:

1. Permit Capital Health Medical Center - Hopewell to provide community health education in accordance with N.J.A.C. 8:52 for residents in jurisdictions covered by the Hopewell Township Health Department;
2. Advertise planned community health education events;
3. Encourage residents to participate in health education events with Community Health Educators or designees, from Capital Health Medical Center – Hopewell; and,
4. Ensure appropriate documentation for all activities related to community health education conducted for residents within jurisdiction.

Capital Health Medical Center – Hopewell will:

1. Comply with the provisions of community health education services in accordance with N.J.A.C. 8:52 for residents living in jurisdictions covered by the Hopewell Township Health Department;
2. Document all activities related to community health education conducted for the residents living in jurisdictions covered by the Hopewell Township Health Department;
3. Ensure confidentiality, privacy, and security of information in accordance with the HIPAA and other applicable federal or state laws; and,
4. Comply with all applicable federal, state, and local laws and regulations governing the provision of community health education services.

IV. General Provisions

1. During the term of this MOU, both parties shall comply with all federal, state, and municipal laws, rules and regulations generally applicable to the activities performed pursuant to this MOU.
2. Each of the parties is an independent entity and neither party shall hold itself out as an agent, partner, or representative of the other.
3. Failure by either party to exercise any right or demand performance of any obligation under this MOU shall not be deemed a waiver of such right or obligation.
4. If any of the provisions of this MOU are, or become invalid, to any extent, the other provisions of this MOU shall not be affected thereby. In the event of the invalidity of a provision, the parties agree to accept a provision which reflects as closely as possible the intention of the invalid provision.
5. Both parties will maintain their own identity in providing service. Each organization is separately responsible for establishing its own policies, procedures, and financing its own activities.
6. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.
7. The laws of the State of New Jersey govern this MOU.

V. Duration of the MOU

It is mutually agreed upon and understood by the parties that:

1. This MOU will remain in effect until either party terminates the MOU;
2. This MOU shall not restrict the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals; and,
3. This MOU shall become effective upon signature by authorized officials from the Recipient and the Provider, and will remain in effect until modified or terminated by one or all of the parties, by mutual consent, or upon 60 days prior written notice.

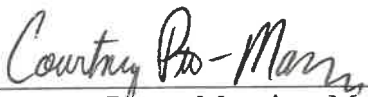
VI. Principal Contacts

The principal contacts for all notifications required or otherwise necessary under this MOU shall be as follows:

Hopewell Township Health Department
Gary Dorsi, Health Officer
201 Washington Crossing - Pennington Road
Titusville, NJ 08560
(609) 737-0120 x6390
healthofficer@hopewelltp.org

Capital Health Medical Center – Hopewell
Kate Stier, Director of Public Relations & Marketing
3100 Princeton Pike, Building 2 / Floor 2
Lawrenceville, NJ 08648
(609) 815-7687
kstier@capitalhealth.org

VII. Authorizing Agents, Signature Page



Courtney Peters-Manning, Mayor
Township of Hopewell

4-14-2025

Date

Kate Stier, Director of Public Relations & Marketing
Capital Health Medical Center - Hopewell

Date