

CITY OF VINELAND

RESOLUTION NO. 2014- 365

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE SOUTHERN NEW JERSEY PERINATAL COOPERATIVE AND CITY OF VINELAND FOR THE PROMOTION OF THE NJ QUITLINE TELEPHONE SMOKING CESSATION COUNSELING SERVICES IN THE SOUTHERN COUNTY REGION.

WHEREAS, Southern NJ Perinatal Cooperative (SNJPC) was awarded funding, from the New Jersey Department of Health and Senior Services –Office of Tobacco Control (NJDHSS-OTC), to assist the southern region Tobacco-free for a Healthy NJ partnership in educating communities about the dangers of second and third hand smoke, to facilitate smoke-free outdoor air ordinances where children and families live, work and play in Cumberland and Salem Counties and to promote the NJ Quitline among worksites in Cumberland County; and

WHEREAS, the goal of this grant is to increase access and calls to the New Jersey Quitline from residents in the southern counties; and

WHEREAS, SNJPC agrees to pay the City of Vineland, for the period of July 1, 2014 through March 28, 2015, in an amount not exceed \$15,000.00 for approved program and administrative expenses related to staffing efforts and activities relative to increasing smoke-free outdoor air ordinances and subsequent promotion of the NJ Quitline and outreach activities;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Vineland that the appropriate City Officials be and the same are hereby authorized and directed to execute the Agreement and such other documents as required between the Southern New Jersey Perinatal Cooperative and the City of Vineland for the Promotion of the NJ Quitline Telephone Smoking Cessation Counseling Services in the Southern County region.

Adopted:

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President of Council

ATTEST:

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City Clerk



# Memorandum

To: Denise Monaco, Assistant Business Administrator  
From: Emma Lopez, Health Educator *aj*  
Date: August 26, 2014  
Re: Tobacco Control Grant

Attached please find the agreement with Southern New Jersey Perinatal Cooperative for the Tobacco-free for Healthy NJ Grant Funding.

Funding will total up to \$15,000 for a nine month grant period starting July 1, 2014 through March, 29, 2014. The purpose of the grant is to utilize our mobile unit to promote NJ Quitline among worksites in Cumberland County and promote NJ Quitline telephone counseling services in the southern NJ region.

Thank you.

C: Robert Dickinson, Health Officer  
Laura Gilroy

**AGREEMENT BETWEEN THE SOUTHERN NEW JERSEY  
PERINATAL COOPERATIVE  
AND  
CITY OF VINELAND DEPARTMENT OF HEALTH**

This Agreement, effective July 1, 2014 between Southern New Jersey Perinatal Cooperative (“SNJPC”), located at 2500 McClellan Ave, Suite 250, Pennsauken, NJ 08109, and City of Vineland Department of Health, located at 640 E. Wood Street, PO Box 1508, Vineland, NJ 08362 (“Vendor”) establishes a formal agreement between two parties and the responsibilities of both parties to one another with regard to promotion of the NJ Quitline telephone smoking cessation counseling service in the southern county region.

**I. Introduction**

On, March 29, 2014, the Southern New Jersey Perinatal Cooperative was awarded funding, from the New Jersey Department of Health and Senior Services- Office of Tobacco Control (NJDHSS-OTC), to assist the southern region Tobacco-free for a Healthy NJ partnership in education communities about the dangers of second and third hand smoke to facilitate smoke-free outdoor air ordinances where children and families live, work and play in Cumberland and Salem Counties. Additionally this funding is to be used to promote the NJ Quitline among worksites in Cumberland County. The goal of this grant is to increase access and calls to the New Jersey Quitline from residents in the southern counties, particularly from disparate and minority populations. It is the intent of this subcontract that the Vineland City Department of Health will assist SNJPC in achieving these goals, in Cumberland County.

**Obligations of the SNJPC**

- A. Subject to Sections II.C, III.D and III.E below, SNJPC agrees to pay Vendor for the Lead Education and Outreach services listed in Exhibit A attached hereto and made a part hereof.

Payments to Vendor under this Agreement for the period of July 1, 2014 through March 28, 2015 shall not to exceed \$15,000 for approved program and administrative expenses related to the staffing of efforts and activities relative to increasing smoke-free outdoor air ordinances and subsequent promotion of the NJ Quitline and outreach activities as listed in Exhibit B (Budget) attached hereto and made a part hereof.

SNJPC agrees to disburse payments within 10 business days from receipt of an undisputed quarterly invoice and quarterly narrative report. No funds will be dispensed if either item, or Quarterly Reporting Data, has not been submitted by Vendor for the applicable period. Only items previously approved in writing by SNJPC and listed on Exhibit B will be processed for payment.

- D. SNJPC has designated Merle Weitz as the Project Director for this Agreement. All questions regarding financial reporting and expenditures can be directed to Kathy Barry, Director of Finance. Questions or changes concerning daily programmatic issues or personnel should be directed to the Assistant Director of Tobacco Control Initiatives, Cathy Butler.

### **III. Obligations of the Vendor (Vineland City Department of Health)**

- A. Vendor shall utilize staff appropriate for the functions identified in Exhibit A of this Agreement. The SNJPC Project Director and Director of Finance should be kept informed of staff vacancies and the status of hiring.
- B. Vendor shall ensure that all employees working on the 2014-2015 DOH-OTC grant will have signed a confidentiality agreement approved by SNJPC. Vendor agrees to safeguard and keep all data regarding clients confidential and not to disclose such data (regardless of its form) to any person or entity other than SNJPC and DOH, in accordance with terms established in the client consent document.
- C. Vendor agrees to submit a quarterly invoice and Narrative Report (in a format approved by SNJPC which outlines vendor obligations/objectives and specific progress in meeting these objectives during that quarter) by the 7<sup>th</sup> day of the month following the end of the preceding quarter. The invoiced expenses must correspond to the relevant information in the quarterly narrative report for that quarter.
- D. Vendor also shall submit ongoing municipality and Quitline outreach and education activity and Quitline promotional activities in narrative to Cathy Butler, MQC Program Coordinator by the 7<sup>th</sup> day of the following month. If any Narrative, Monthly Activity or Reporting Data report is not submitted in accordance with the time frames noted herein, invoices will not be processed for payment. SNJPC will provide the specifications and/or forms/format required for Narrative Reports, Monthly Activity Reports, and Quarterly Reporting Data in accordance with the specific services agreed upon between SNJPC and the subcontractor. Vendors will be notified if their performance in these activities is unsatisfactory and additional training will be made available when needed.
- F. Vendor hereby designates Emma Lopez as the employee responsible for financial management and compliance with the provisions of this Agreement.
- G. Vendor agrees that 2014-2015 NJDOH-OTC funds will be utilized only for budget expenditures that have been approved by SNJPC and listed on Exhibit B. All budget revisions are required to be approved in writing by SNJPC prior to expending funds for providing such un-budgeted services.

Requests for budget revisions must include a narrative justifying the budget revision and attach a copy of the original and proposed budgets. If both parties agree on a budget revision, both parties shall execute an amendment to this Agreement attaching the new Budget as Exhibit B, thereby replacing the existing Exhibit B.

- H. Vendor agrees to maintain complete and accurate personnel records, and documentation of payments made for services and supplies purchased through the grant and to make them available to SNJPC and its auditors or any state representatives as requested.
- I. Vendor agrees to submit all materials developed with NJDOH-OTC 2014-2015 funds for review and prior approval by SNJPC's Communications Department before use of such materials. Presentations, publications, audiovisuals or other materials that result from activities of this project must indicate or show support by New Jersey Department of Health -Office of Tobacco Control, in standard format/logos provided by SNJPC. Verbal reports shall also acknowledge this support.
- J. Vendor is expected to participate in NJDOH - OTC on site monitoring and support visits, subcontractor meetings and other statewide meetings related to the 2014-2015 Office of Tobacco Control and related programs when requested by SNJPC.

#### **IV. Term and Termination**

- A. The term of this Agreement shall commence on the date set forth above and shall remain in effect until March 28, 2015 or until such time that this Agreement may be modified or terminated, or the funds obligated to support this Agreement have been expended. This Agreement may be renewed by the parties if further funding becomes available and the Vendor has met all requirements listed in this Agreement, including without limitation those listed in Exhibit A.
- B. Anything herein to the contrary notwithstanding, this Agreement may be terminated for any reason by either party upon thirty (30) days written notice or immediately if either party for any reason is unable to carry out the duties as stated herein or if grant funding is altered. SNJPC may terminate this Agreement immediately if Vendor fails to comply with any of the provisions of this agreement. Any notice of termination under this provision shall specify the termination date.

#### **V. Compliance with Law**

- A. Vendor agrees to comply with all Federal, State, and Municipal laws, rules and regulations applicable to the activities which Vendor is engaged in the performance of this Agreement. Failure to comply with such laws, rules or regulations shall be grounds for termination of this Agreement.

## **VI. Indemnification**

- A. Vendor shall solely be responsible for and shall indemnify, keep, save, and hold SNJPC, NJDOH and its officers, directors, employees and agents harmless from all claims, loss, costs, liability, obligation, lien, encumbrance, expense or damage, whether direct or contingent, in any way related to the delivery of the 2014-2015 NJDOH-OTC program services by Vendor, including without limitation, any claims for injury to persons, including mental or physical injuries, disabilities and death, or property. The foregoing indemnification shall include, without limitation, all costs and expenses including, fines, penalties, court costs and attorney's fees. This provision shall survive termination of this agreement. SNJPC shall notify Vendor of any such claim against SNJPC covered by this indemnification within thirty (30) days after it has received notice of such claim; provided, however, that failure to notify Vendor shall in no case prejudice the rights of SNJPC under this Agreement. Should Vendor fail to discharge or undertake to defend SNJPC against such liability on learning of same, then SNJPC may defend and/or settle such liability and Vendor liability shall be conclusively established by such action, including any settlement consideration, reasonable costs and expenses, and attorneys' fees, incurred by SNJPC.

## **VII. General**


- A. The parties agree that continuation of funding under this Agreement is expressly dependent upon the availability of funds to the SNJPC from the NJDHSS – OTC which will be based upon progress and satisfactory performance in the previous year, including timely submission of reports. SNJPC shall not be held liable for any breach of this Agreement due to the absence of available funding appropriations.
- B. In the performance of the duties and obligations under this Agreement. It is expressly agreed and understood that Vendor and it's agents are acting and performing as independent contractors and nothing in this Agreement shall be construed as creating an employee/employer relationship, a joint venture or otherwise.
- C. SNJPC reserves the right to request additional data deemed necessary to evaluate the services provided by Vendor under this Agreement and Vendor agrees to provide such additional data promptly upon request by SNJPC.
- D. A return copy of this Agreement with the signature of the Vendor authorized representative denotes acceptance of the conditions of this Agreement.

- E. This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to choice of law principles. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of any provision of this Agreement.
- F. This agreement shall not be altered or amended except pursuant to an instrument in writing signed by the parties hereto. This Agreement sets forth the complete and sole understanding between SNJPC and Vendor with respect to its subject matter and supersedes any and all prior or contemporaneous communications, discussions, agreements, understandings, promises, and/or representations made by either party to the other, whether oral, written, or in any other form, not expressly included herein.
- G. Any notice required or permitted under this Agreement must be given by the parties in writing personally or by certified mail or overnight courier service, return receipt requested at the addresses set forth above.  
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

Southern New Jersey Perinatal Cooperative

Vineland City Department of Health

  
\_\_\_\_\_  
Judy Donlen, RN, DNSc, JD  
Executive Director

  
\_\_\_\_\_  
Robert Dickenson, HO, REHS  
Health Officer

8/20/2014  
Date

8/13/2014  
Date

**EXHIBIT A**  
**Scope of Services**  
**2014-2015 NJDOH – Office of Tobacco Control funding**

ATTACHMENT C – CDC Tobacco/Quitline Promotion grant 2015

Subcontract with Vineland City Health Department

Goal 1:

By March 28, 2015, Vineland City Health Department will successfully complete up to ten (10) tobacco/chronic disease prevention educational presentations to employer groups/healthcare groups/professional organizations and other key legislative decision-makers to increase calls to the QL in Cumberland County by 10%.

- a. Identify key employers who are interested in chronic disease prevention initiatives
- b. Engage the Cumberland Chamber of Commerce, Mayors groups and Cumberland Municipal Alliance.
- c. Distribute an employer tobacco control awareness toolkit including cessation education, and community action and tobacco control policy resources.
- d. Utilize technologies to promote NJQL such as social marketing, personal web pages etc to generate messages targeting Hispanics and younger residents.
- e. Provide technical assistance/information to employers and legislative key decision-makers.

Evaluation:

1. Number of new employers who sponsor educational programs/events.
2. Number of educational programs and program participants.
3. Changes to current employer tobacco use policies.
4. Number of referrals to NJ Quitline
5. Number of registered callers to NJ Quitline

Goal 2:

By March 28, 2014, Vineland City Health Department will assist the southern regional partners including, Atlantic Prevention Resources, SNJPC/MQC, and the Tri-County Region 10 Cancer Coalition in the development of IMACs and/or related activities to facilitate the adoption of smoke-free air ordinances in Cumberland County and Salem.

- a. Assist regional partners in identifying potential employer, professional and legislative champions to support smoke free outdoor air ordinances.
- b. Participate in Chronic Disease Coalition meetings, Cumberland/Salem Alliance meetings and other Wellness/chronic disease prevention efforts to increase the awareness about no safe level of exposure to tobacco smoke.
- c. Develop awareness events highlighting the smoke-free outdoor recreational area



initiatives. (During World No Tobacco Day, Great American Smoke Out etc.)  
utilizing the tobacco mobile unit

- d. Provide Quitline information and materials for meetings and events

#### Evaluation

1. Number of contact names/referrals to regional partners
2. Number of CDC meetings attended.
3. Number of tobacco control awareness events and participants

## **ADDENDUM B**

## BUDGET JUSTIFICATION

**July 1, 2014-March 28, 2015**

Organization	City of Vineland Department of Health
	640 E. Wood Street, PO Box 1508
	Vineland, NJ 08362-1508
Name/ Title of Person(s) Completing This Form	Emma Lopez
	Health Educator

Category (From Attachment B )

a. Personnel (match to information on Key Personnel Form)

Staff Titles:	% FTE	Salary:
Chelsea Welch	37%	\$11,542
Emma Lopez	25%	Inkind Cont.

Personnel Total	\$11,542
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b. Fringe Benefits · FICA	\$ 880
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**\*Please include a breakout of what your fringes include by %c. Travel**

Local Travel	
Out of Area/ Long	\$ 896

d. Equipment	\$
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e. Supplies	\$ 1682
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f. <b>Total Direct Charges</b>	<b>\$ 15,000</b>
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**Key Personnel**

NAME AND POSITION TITLE	ANNUAL SALARY	NO. MONTHS BUDGET	** % TIME	TOTAL FUNDS REQUESTED
	(1)	(2)	(3)	(4)
<p><b>Chelsea Welch Field Rep- Health Education (P/T)</b></p>	\$34,533	9	37%	<b>\$11,542</b>
<p><b>Fringe Benefit</b></p>				<b>\$880.00</b>

**\*\*Please designate each salary line as P (program) or A (Administrative) or the percentage of each.**