

CITY OF VINELAND

RESOLUTION NO. 2017- 134

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE SOUTHERN NEW JERSEY PERINATAL COOPERATIVE AND CITY OF VINELAND FOR CONTINUATION OF THE PERSONAL RESPONSIBILITY AND EDUCATION PROGRAM.

WHEREAS, Southern NJ Perinatal Cooperative (SNJPC) will receive funding for Year 6 of a grant from the New Jersey Department of Health (NJDOH) to implement the Personal Responsibility and Education Program model in schools and community service organizations across the state; and

WHEREAS, the main purpose of the grant is to reduce the incidence of unprotected sex, unintended pregnancy and sexually transmitted diseases amongst teens and teen mothers ages 11-19 in six high risk municipalities in southern NJ with a high incidence of adolescent pregnancy; and

WHEREAS, SNJPC agrees to pay the City of Vineland, for the grant period of January 1, 2017 through September 30, 2017, the amount of \$30,260.00 to be utilized to complete the final phase of the program model; as well as to perform an environmental assessment, implementation plan and pilot for the Teen Outreach Program Intervention in Cumberland County;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Vineland that the Health Director or his designee 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 to continue Developing and Implementing the Personal Responsibility and Education Program.

Adopted:

President of Council

ATTEST:

City Clerk



Memorandum

Handwritten initials or mark

To: Robert Dickenson, Assistant Business Administrator
From: Dale Jones, Health Director
Date: January 30, 2017
Re: Agreement with Southern New Jersey Perinatal Cooperative and the Vineland Health Department for the Personal Responsibility and Education Program

Attached please find an Agreement between the Southern New Jersey Perinatal Cooperative and the Vineland Health Department to implement the Personal Responsibility and Education Program. Southern New Jersey Perinatal Cooperative agrees to contract with the Vineland Health Department in the amount of \$30,260 to:

Reduce the incidence of unprotected sex, unintended pregnancy and sexually transmitted diseases amongst teens and teen mothers ages 11 – 19 in Cumberland County. This funding will be utilized to complete the final phase of the Be Proud Be Responsible program model. As well as to perform an environmental assessment, implementation plan and pilot for the Teen Outreach Program intervention in Cumberland County.

The grant period is from January 1, 2017 – September 30, 2017.

I kindly request a resolution be executed to enable my department to accept the grant to continue the program which has been offered for the past three years to the residents of our county.

Thank you.

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

This Agreement, effective October 1, 2016 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 implementing the approved Be Proud! Be Responsible! (BPBR) model to teens in Bridgeton, Millville and Vineland, and participate in the assessment and planning for implementation of a new middle school evidence based intervention. This Agreement will continue until such time as the Agreement has been modified or terminated as set forth herein

I. Introduction

On January 1, 2016, the Southern New Jersey Perinatal Cooperative will receive funding for Year 6 of a grant from the New Jersey Department of Health (NJDOH) to implement the Personal Responsibility and Education Program model in schools and community service organizations across the state. The main purpose of this grant is to reduce the incidence of unprotected sex, unintended pregnancy and sexually transmitted diseases amongst teens and teen mothers ages 11-19 in 6 municipalities in southern NJ with a high incidence of adolescent pregnancy. The methodology to achieve the objectives is to continue the final phase of the BPBR program model to teens and/or community organizations in Bridgeton, Millville and Vineland. Because 2016-17 represents a planning year for the NJDOH PREP program, this subcontract will also include performing an environmental assessment, implementation plan and pilot for the Teen Outreach Program (TOP) intervention in interested middle schools across the five county region, including Cumberland. TOP is one of the eligible EBI's that focuses on youth development as a strategy to prevent teen pregnancy.

Obligations of the SNJPC

- A. Subject to Sections II.C, III.D and III.E below, SNJPC agrees to pay Vendor for the services listed in Exhibit A attached hereto and made a part hereof.
- B. Payments to Vendor under this Agreement for the period of October 1, 2016 through September 30, 2017 not to exceed \$30,260. for approved program and administrative expenses related to the delivery of Be Proud!Be Responsible, and piloting of the TOP as referenced in Exhibit B.
- C. 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 Cathy Butler 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 PREP Program Coordinator, Lori Tesauro.

II. Obligations of the Vendor (Vineland City Department of Health VCDH)

- 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 2016-2017 DOH-PREP 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. VCDH agrees to actively participate in trainings, meetings and conference calls related to the BPBR program and planning/piloting activities related to the TOP. Emma Lopez will serve as the agency representative who is able to adequately discuss VCDH funded services will be submitted to SNJPC with the signing of this subcontract.
- D. VCDH shall submit quarterly program progress reports to SNJPC as required, along with their quarterly invoices. These quarterly program progress reports shall include: program planning and development activities, program location, group type, numbers of participants, pre and post surveys, follow up data any other data deemed necessary by SNJPC and on behalf of NJDOH, for the operation of the grant. Quarterly invoices are due to the SNJPC within 5 working days after the close of the quarter, or earlier if deemed so necessary by the PREP Project Director or Director of Finance, due to NJDOH reporting requirements. If no reports are submitted, funds will not be processed for payment. SNJPC will provide VCHD with the specifications required to be included in the above-mentioned reports.
- E. VCHD shall participate in data collection and evaluation activities as required by NJDOH. VCHD Inc. shall ensure that their PREP Coordinator has the in-house information systems support to utilize software provided by SNJPC to collect client information and to document client tracking and educational activities.. Failure to perform data requirements in a timely manner may result in the termination of this subcontract.
- F. VCHD hereby designates Emma Lopez as the employee responsible for financial management and compliance with the provisions of this Agreement.
- G. VCHD Inc. agrees to submit all presentations and materials for publication that are developed for

PREP activities and with PREP funds for review and prior approval by the PREP Project Director. Presentations, publications, audiovisuals or other materials that result from activities of this project must indicate or show support by SNJPC and NJDOH in standard format/logos provided by SNJPC. Verbal reports shall also acknowledge this support.

- H. The term of this Agreement shall commence on the date set forth above and shall remain in effect until September 30, 2017 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.
- I. 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.

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 2016-2017 PREP-NJDOH 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 NJDOH 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. It is expressly agreed and understood that Vendor and its 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. 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 other provision of this Agreement or of any succeeding breach of any provision of this Agreement.
- E. 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.
- F. 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

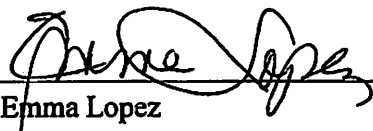


Judy Donlen, RN, DNSc, JD
Executive Director

1/9/17

Date

City of Vineland Department of Health



Emma Lopez
Assistant Health Officer

12/22/16

Date

EXHIBIT A
Scope of Services
2016-2017 Personal Responsibility Education Program
City of Vineland Health Department

1. By September 30, 2017, conduct at least one Be Proud! Be Responsible! (BPBR)! series in each of the three target municipalities (Bridgeton, Millville, and Vineland) through multi-session group level interventions
2. By September 30, 2017, there will be a 10% increase in the number of participating youth in the three target municipalities that will use contraception, and delay initiation of sexual activity.
3. By September 30, 2017, participate in at least three sexual health responsibility awareness events such as National Day to promote pregnancy prevention, STI and HIV awareness, and other related information and awareness events.
4. Ensure the BPBR! curriculum include the following:
 - A separate six hour series in each of the designated sites in the three municipalities for a total of 36 hours of instruction.
 - Ensure a minimum of 8 and maximum of 12 teens participate in each series.
 - Provide incentives for youth to maintain their participation in the series.
 - Distribute program materials
5. Review and update as needed, youth resource directory for each municipality.
6. With input from the local school based youth services and teen outreach community, document efforts to include representation of teens from the LGBTQ community.
7. Participate in environmental assessment of middle schools in the designated municipalities to determine potential for hosting new middle school EBI.
8. Participate in designated planning efforts, curriculum review and development, training, promotional and piloting activities related to implementation of the new TOP.
7. Provide quarterly fiscal reports and reports, using the schedule outlined in III 5. of this agreement. These requirements remain subject to any new change to accommodate any additional requirements issued from NJDOH.
8. Attend all joint staff and supervisory meetings, planning activities, webinars and technical assistance sessions.
11. Provide all required tracking and reporting documentation as required by SNJPC, for program registration, ongoing activities and follow up.

EXHIBIT B

**BUDGET JUSTIFICATION
 October 1, 2016 thru September 30, 2017
 (this is a proposed budget only)**

**Personal Responsibility Education Program
 Vineland Department of Health**

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
<u>Field Rep/Health Education</u>	<u>50%</u>	<u>\$25,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Personnel Total 50% \$25,000

b. Fringe Benefits FICA \$ 1,920

***Please include a breakout of what your fringes include by %.**

Travel

Local Travel
 Out of Area/ Long \$ 340 (.566 X 50 mi/month x 12 mo.)

d. Equipment \$ -0-

e. Supplies \$ 3,000

Office Expenses: Printing, postage, faxing, paper, computer ink \$700

Program Expenses: Youth incentives, Meeting supplies, literature and demonstration tools

f. Total Direct Charges \$ 30,260

Key Personnel

NAME AND POSITION TITLE	ANNUAL SALARY	NO. MONTHS BUDGET	** % TIME	TOTAL FUNDS REQUEST ED
	(1)	(2)	(3)	(4)
Sara Pacciocco Field Rep/Health Education	\$25,000	9 months	100%	\$25000
Fringe Benefit				\$1,920

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