

CITY OF VINELAND

RESOLUTION NO. 2017- 252

A RESOLUTION AUTHORIZING THE CITY OF VINELAND TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CUMBERLAND TO PROVIDE THE SERVICES REQUIRED TO SUPPORT THE LIVE HEALTHY CUMBERLAND COUNTY PROJECT.

WHEREAS, N.J.S.A. 40A:65-4 (Shared Services Act), permits any local unit of the State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the County of Cumberland has agreed to award to the City of Vineland Department of Health, a total of \$68,813.00 for the period of January 1, 2017 through December 31, 2017 to continue to mentor and implement the Live Healthy Cumberland County Project and conduct the following:

1. Establish a Healthy Restaurant Campaign in Cumberland County by recruiting 20 restaurants who will promote healthy food options in Bridgeton and Millville.
2. Maintain and continue to promote existing Healthy Corner Store program in Bridgeton and Millville to encourage consumers utilizing corner stores to make healthier purchases.
3. Increase the number of workplaces with linkages to clinical and community prevention services to 20 worksites.

WHEREAS, it is the desire of the Department of Health to accept the grant award and enter into a Shared Services Agreement with the County of Cumberland;

BE IT RESOLVED by the City Council of the City of Vineland, as follows:

1. THAT, pursuant to the provisions of N.J.S. 40A:65-4 (Shared Services Act), the Director of the Department of Health or his designee are hereby authorized to execute an Shared Services Agreement between the City of Vineland and The County of Cumberland (the "Lead Agency") to provide the services required to support the Live Healthy Cumberland County Project.

2. THAT The County of Cumberland ("Lead Agency") shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey with respect to the activities implemented under said agreement.

Adopted:

President of Council

ATTEST:

City Clerk

Memorandum



To: Robert Dickenson, Assistant Business Administrator
From: Dale Jones, Health Director
Date: May 18, 2017
Re: Agreement with Cumberland County Health Department and the Vineland Health Department for the Live Healthy Cumberland County Project

Attached please find an Agreement between the Cumberland County Health Department and the Vineland Health Department to continue to mentor and implement the Live Healthy Cumberland County (LHCC) project. The LHCC project was launched to complement and further the reach of the current program, Live Healthy Vineland in which the Health Department co-directs with the Cumberland Cape Atlantic YMCA. The grant term will run from January 1, 2017 – December 31, 2017.

The Cumberland County Health department agrees to contract with the Vineland Health Department for a minimum amount of \$68,813 to conduct the following grant deliverables:

1. By December 31, 2017, establish a Healthy Restaurant Campaign in Cumberland County by recruiting 20 restaurants who will promote healthy food options in Bridgeton and Millville by March 2017.
2. By December 31, 2017 maintain and continue to promote existing Healthy Corner Store program in Bridgeton and Millville to encourage consumers utilizing corner stores to make healthier purchases.
3. By December 31, 2017, increase the number of workplaces with linkages to clinical and community prevention services to 20 worksites.

I kindly request a resolution be executed to enable my department accept the grant and to reimburse our department for expenses incurred to implement the program.

Thank you.

C: Laura Gilroy, Finance

**SHARED SERVICES AGREEMENT BETWEEN THE
CITY OF VINELAND DEPARTMENT OF HEALTH AND THE
CUMBERLAND COUNTY DEPARTMENT OF HEALTH**

This Shared Services Agreement, as permitted under N.J.S.A. 40A:65-1 et seq., effective January 1, 2017 – December 31, 2017 between City of Vineland Department of Health (“VHD”) and the Cumberland County Department of Health (“CCDOH”) establishes a formal agreement between two parties and the responsibilities of both parties to one another with regard to developing and implementing components of Live Healthy Cumberland County (the “Agreement”). This Agreement will continue until such time as it is modified or terminated as set forth herein

I. Introduction

The City of Vineland Department of Health in collaboration with their partner the Cumberland Cape Atlantic YMCA has created a project called Live Healthy Vineland (LHV). The objectives of Live Healthy Vineland include increasing the number of people with access to healthy food or beverages and reducing the incidence of chronic disease by creating wellness initiatives. The methodology to achieve the objectives is to implement the Healthy Food Network and Worksite Wellness models in Cumberland County.

II. Obligations of the Vendor (CCDOH)

- A. Subject to Sections II.C, III.D below, CCDOH agrees to pay VHD for the Live Healthy Cumberland County services listed in Exhibit A attached hereto and made a part hereof.
- B. Payments to Vendor under this Agreement for the period of January 1 through December 31, 2017 not to exceed \$68,813 for approved program and administrative expenses related to the delivery of Live Healthy Cumberland County as referenced in Exhibit B (Budget) attached hereto and mad a part hereof.
- C. CCDOH agrees to disburse payments within 45 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 VHD for the applicable period. Only items previously approved in writing by CCDOH and listed on Exhibit B will be processed for payment.



- D. CCDOH has designated Megan Sheppard as the Project Director for this Agreement. All questions regarding financial reporting and expenditures can be directed to Brent Waldo, Accountant. Questions or changes concerning daily programmatic issues or personnel should be directed to the Project Director.

III. Obligations of the Vineland Department of Health, VHD

- A. VHD shall utilize staff appropriate for the functions identified in Exhibit A of this Agreement. The CCDOH Project Director and Accountant should be kept informed of staff vacancies and the status of hiring.
- B. VHD shall submit quarterly program progress reports to CCDOH as required, along with their quarterly invoices. These quarterly program progress reports shall include: program planning and development activities, program location, numbers of participants, pre and post surveys, follow-up data any other data deemed necessary by CCDOH for the operation of the grant. Quarterly invoices are due to the CCDOH within 7 working days after the close of the quarter, or earlier if deemed so necessary by the Live Healthy Cumberland County Project Director or Accountant. If no reports are submitted, funds will not be processed for payment. CCDOH will provide VHD with the specifications required to be included in the above-mentioned reports.
- C. Vendor agrees to submit a quarterly invoice and a monthly narrative report (in a format approved by CCDOH which outlines vendor obligations/objectives and specific progress in meeting these objectives during that quarter) by the 7th business day of the month following the end of the preceding quarter/month. The invoiced expenses must correspond to the relevant information in the quarterly narrative report for that quarter.
- D. VHD agrees to submit all presentations and materials for publication that are developed for Live Healthy Cumberland County activities and with CCDOH funds for review and prior approval by the Live Healthy Cumberland County Project Director. Presentations, publications, audiovisuals or other materials that result from activities of this project must indicate or show support by CCDOH in standard format/logos provided by SNJPC. Verbal reports shall also acknowledge this support.
- E. VHD hereby designates Emma Lopez as the employee responsible for financial management and compliance with the provisions of this Agreement.

IV. Terms and Termination

- A. The term of this Agreement shall commence on the date set forth above and shall remain in effect until December 31, 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.

- B. Anything herein to the contrary notwithstanding, this Agreement may be terminated for any reason by either party upon fifty (50) 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. CCDOH may terminate this Agreement immediately if VHD fails to comply with any of the provisions of this agreement. Any notice of termination under this provision shall specify the termination date.


IV. Compliance with Laws

- A. Vendor agrees to comply with all Federal, State, and Municipal laws, rules and regulations applicable to the activities which VHD 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.


IV. General

- A. The parties agree that continuation of funding under this Agreement is expressly dependent upon the CCDOH availability of funds which will be based upon progress and satisfactory performance in the previous year, including timely submission of reports. CCDOH 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 VHD 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. CCDOH reserves the right to request additional data deemed necessary to evaluate the services provided by VHD under this Agreement and VHD agrees to provide such additional data promptly upon request by CCDOH.
- 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 CCDOH and VHD 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 March 27, 2017 (Effective Date).



Megan Sheppard
Health Officer
Cumberland County Health Dept.



Robert Dickinson
Health Officer
Vineland Health Dept.

3/27/17
Date

2/24/2017
Date

EXHIBIT A
Scope of Services
2017 Live Healthy Cumberland County Program
City of Vineland Health Department

1. By December 31, 2017, establish a Healthy Restaurant Campaign in Cumberland County which will promote healthy food options in Bridgeton and Millville to 20 by March 2017.

Measurement: Baseline: 0 retail food establishments. Target: 20.

Methods:

- a. Recruit retail food establishments
- b. Obtain Memorandum of Agreement between restaurant owner and Live Healthy Cumberland County.
- c. Create promotional materials to provide guidelines for healthy menu options, product advertisement and restaurant infrastructure training.
- d. Convene partnering establishments to provide periodic training, gather input, networking and other support
- e. Support healthy menu options marketing in restaurants and community including Spanish language TV and radio
- f. Restaurant establishments begin to offer and promote healthy options and awareness campaign to create consumer change in behavior in regards to purchases.
- g. Restaurant individualized consulting and troubleshooting as needed.

2. By December 31, 2007 maintain and continue to promote existing Healthy Corner Store program in Bridgeton and Millville to encourage consumers utilizing corner stores to make healthier purchases.

Methods:

- a. Conduct 14 consumer tabling events at Healthy Corner Stores.
- b. Canvas area to recruit possible new partners.
- c. Promote corner stores participating in project.
- d. Corner store individualized consulting and troubleshooting as needed.

3. By December 31, 2017, increase the number of workplaces with linkages to clinical and community prevention services to 20. Baseline: 10 employers. Target 20

Methods:

- a. Assess employer needs.
- b. Expand toolkit with local resources and support policy changes in order to connect workplaces to existing community linkages. To include screening, referrals, and health education, as well as local, state and national resources for disease prevention and health promotion.
- c. Conduct assessment with customized recommendations for policies and programs for employers with no existing program.
- d. Assist in the development of a Worksite Wellness Council or creation of wellness initiatives whichever is feasible to the workplace.
- e. Monitor worksite wellness initiatives, provide individualized consulting and troubleshooting as needed.

4. Provide quarterly fiscal reports and program reports, using the schedule outlined in III 5 of this agreement.

5. Attend all staff and supervisory meetings, webinars and technical assistance sessions as requested.
6. Provide all required tracking and reporting documentation as required by CCDOH, for program registration, ongoing activities and follow up.

EXHIBIT B

BUDGET JUSTIFICATION
January 1, 2017 – December 31, 2017

Live Healthy Cumberland County
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
Assistant Health Officer

Category (From Attachment B)

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

Personnel	Staff Titles:	% FTE	Salary
<u>Andy Dunkle</u>	<u>Healthy Food Network Coordinator</u>	<u>40%</u>	<u>\$18,226</u>
<u>Robert LaForgia</u>	<u>Worksite Wellness Coordinator</u>	<u>43%</u>	<u>\$20,379</u>
<u>Vacant</u>	<u>Community Relations</u>	<u>25%</u>	<u>\$ 2,705</u>
<u>Craig Traina</u>	<u>Field Rep. – Health Education</u>	<u>35%</u>	<u>\$16,588</u>
Personnel Total			<u>\$57,898</u>

b. Fringe Benefits FICA 7.65% \$ 4,429

c. Travel \$1,200

Fuel for travel of 2 personnel 3 days/week

d. Office Expenses \$1,300

Printing, postage, paper, computer ink, etc.

e. Program Expenses \$4,000

Paid advertisements, brochures, corner store marketing materials, workplace resource guide etc.

f. **Total Direct Charges** \$ 68,827

Key Personnel

NAME AND CIVIL SERVICE POSITION TITLE	ANNUAL SALARY	NO. MONTHS BUDGET	** % TIME	TOTAL FUNDS REQUESTED
	(1)	(2)	(3)	(4)
Andy Dunkle Field Rep/Health Ed.	\$45,565	12 months	40%	\$18,226
Robert LaForgia Field Rep/Health Ed.	\$47,394	12 months	43%	\$20,379
Craig Traina Field Rep/Health Ed.	\$47,394	12 months	35%	\$16,588
Vacant Community Service Aide	\$10,820	12 months	25%	\$ 2,705
Fringe Benefit				\$4,429