

CITY OF VINELAND

RESOLUTION NO. 2018- 82

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 PROGRAM.

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 \$69,421.00 for the period of January 1, 2018 through December 31, 2018 to continue to mentor and implement the Live Healthy Cumberland County Program and conduct the following:

1. Expand upon the initiatives being conducted for our Healthy Restaurant Campaign in Cumberland County to continue to provide healthy food options in Cumberland County.
2. Maintain and continue to promote existing Healthy Corner Store programs in Bridgeton and Millville to encourage consumers utilizing corner stores to make healthier purchases.
3. Expand upon our comprehensive worksite wellness program for Cumberland County with the intent of improving employee health and wellness.

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 a 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 Program.

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:

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President of Council

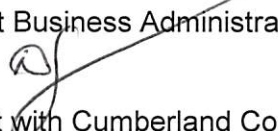

ATTEST:

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City Clerk



# Memorandum

To: Robert Dickenson, Assistant Business Administrator   
From: Dale Jones, Health Director   
Date: February 13, 2018  
Re: Shared Services Agreement with Cumberland County Health Department and the Vineland Health Department for the Live Healthy Cumberland County Program. 

Attached please find an Agreement between the Cumberland County Health Department and the Vineland Health Department to continue the implementation of deliverables for Live Healthy Cumberland County. The Cumberland County Health Department will provide grant funding to the Vineland Health Department for the grant period January 1, 2018 – December 31, 2018 in the amount of \$69,421.

The City of Vineland Health Department agrees to:

Expand upon the initiatives being conducted for our Healthy Restaurant Campaign in Cumberland County to continue to provide healthy food options in Cumberland County.

Maintain and continue to promote existing Healthy Corner Store programs in Bridgeton and Millville to encourage consumers utilizing corner stores to make healthier purchases.

Expand upon our comprehensive worksite wellness program for Cumberland County with the intent of improving employee health and wellness.

I kindly request a resolution be executed to enable my department to accept the grant funding in order to reimburse our department for expenses incurred to continue this valuable project.

Thank you.



**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, 2018 – December 31, 2018 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, 2018 not to exceed \$69,421 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 CCDOH. 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, 2018 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.

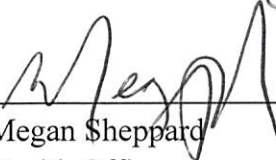
#### **IV. Compliance with Laws**

- 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 February 2, 2018 (Effective Date).

  
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Megan Sheppard  
Health Officer  
Cumberland County Health Dept.

  
\_\_\_\_\_  
Dale Jones  
Health Director  
Vineland Health Dept.

2/2/18  
\_\_\_\_\_  
Date

1/29/18  
\_\_\_\_\_  
Date

**EXHIBIT A**  
**Scope of Services**  
**2018 Live Healthy Cumberland County Program**  
**City of Vineland Health Department**

1. By December 31, 2018, expand upon the initiatives being conducted for our Healthy Restaurant Campaign in Cumberland County to continue to provide healthy food options in Cumberland County

**Methods:**

- a. Encourage participating restaurants to showcase healthy menu items on a monthly basis.
- b. Recruitment efforts will remain ongoing to add additional restaurants to the program by obtaining Memorandum of Agreement between restaurant owner and Live Healthy Cumberland County.
- c. Educate the restaurant staff on goals and anticipated outcomes of the Healthy Restaurant Campaign, in an effort to assist consumers in making healthy choices.
- d. Create promotional materials to provide guidelines for healthy menu options, product advertisement and restaurant infrastructure training.
- e. Convene partnering establishments to provide periodic training, gather input, networking and other support
- f. Support healthy menu options marketing in restaurants and community including Spanish language TV and radio
- g. Restaurant individualized consulting and troubleshooting as needed.
- h. Conduct at minimum one county wide healthy dining week.

2. By December 31, 2018 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 the Food Trust's Heart Smarts curriculum with store owners at participating 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, 2018, expand upon our comprehensive worksite wellness program for Cumberland County with the intent of improving employee health and wellness.

**Methods:**

- a. Create a practical toolkit displaying a wide variety of wellness initiatives for worksites to be able to implement along with continued screenings, referrals, and health education.
- b. Create a community calendar of county wide events promoting health and wellness as well as promoting the Live Healthy Cumberland County Healthy Food Network.
- c. Conduct assessment with customized recommendations for policies and programs for employers with no existing program.
- d. Assist in the development of an intensive worksite wellness program for larger employers to incorporate outcome deliverable measures which will assist in obtaining future funding both by the employer and private funders.

- e. Monitor worksite wellness initiatives, provide individualized consulting and troubleshooting as needed.

4. Create a County Wide Park Hop which will highlight municipal parks, promote physical fitness and nutrition lessons and mindfulness training.

- a. Recruit Faith based and Social Service organizations to participate.
- b. Create physical, nutrition and mindfulness lesson plans.

5. Create an outcome measures tool to assess programs effectiveness and community reach.

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, 2018 – December 31, 2018**

**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>35%</u>	<u>\$16,267</u>
<u>Tyler Cahill</u>	<u>Worksite Wellness Coordinator</u>	<u>50%</u>	<u>\$22,783</u>
<u>Craig Traina</u>	<u>Health Educator</u>	<u>40%</u>	<u>\$20,886</u>
Personnel Total			<u>\$59,936</u>

b. Fringe Benefits FICA 7.65% \$ 4,585

c. Travel \$900

Fuel for travel of 2 personnel 3 days/week

d. Office Expenses \$1,000

Printing, postage, paper, computer ink, etc.

e. Program Expenses \$3,000

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

f. **Total Direct Charges** \$ 69,421

**Key Personnel**

NAME AND CIVIL SERVICE POSITION TITLE	ANNUAL SALARY	NO. MONTHS BUDGET	** % TIME	TOTAL FUNDS REQUESTED
	(1)	(2)	(3)	(4)
<b>Andy Dunkle Field Rep/Health Ed.</b>	\$46,476	12 months	35%	\$16,267
<b>Tyler Cahill Field Rep/Health Ed.</b>	\$45,565	12 months	50%	\$22,783
<b>Craig Traina Health Educator</b>	\$52,214	12 months	40%	\$20,886
<b>Fringe Benefit</b>				\$4,585