

RESOLUTION NO. 2022- 187

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE SOUTHERN NEW JERSEY PERINATAL COOPERATIVE, PENNSAUKEN, NEW JERSEY AND THE CITY OF VINELAND FOR COVID-19 VACCINATION AND BOOSTER CAPACITY.

WHEREAS, the Southern New Jersey Perinatal Cooperative (SNJPC) has received funding from the New Jersey Department of Health (NJDOH) COVID-19 Vaccination Supplement Program to raise awareness, educate and distribute COVID-19 vaccines and boosters to vulnerable populations in Cumberland County, among other southern counties; and

WHEREAS, SNJPC has requested the assistance of the City of Vineland Health Department to engage, educate, and vaccinate/boost the vulnerable populations with poor vaccination rates ; and

WHEREAS, SNJPC has agreed to provide the City with \$42,680.00 to cover the cost of two community health nurses to administer vaccine shots and boosters and to provide assistance to the Vineland health Department to accomplish the goals of raising awareness, educating and distributing said vaccines/boosters; and

WHEREAS, the parties intend upon outlining their respective obligations; and

WHEREAS, City Council finds it to be in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are hereby authorized to execute an agreement with the Southern New Jersey Perinatal Cooperative for the education and distribution of COVID-19 vaccines and boosters in accordance with the Agreement attached hereto and made a part hereof.

Adopted:

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President of Council

ATTEST:

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City Clerk

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

This Agreement, effective March 1, 2022 between Southern New Jersey Perinatal Cooperative (“SNJPC”), located at 2500 McClellan Ave, Suite 250, Pennsauken, NJ 08109, and City of Vineland, a Municipal Corporation (COV), located at 640 E. Wood Street, PO Box 1508, Vineland, NJ 08362 (“COV”), establishes a formal agreement between two parties and the responsibilities of both parties to one another with regard to increasing vaccination and booster rates in Vineland and the surrounding areas through increasing the capacity of the COV to administer more vaccines at their proposed pop up vaccine clinics.

**I. Introduction**

On March 1, 2022, the Southern New Jersey Perinatal Cooperative received funding for a grant from the New Jersey Department of Health (NJDOH) DHST COVID-19 Vaccination Supplement Program to “*raise awareness, educate dispel myths and distribute COVID-19 vaccines to vulnerable populations*” in Cumberland, Salem, Atlantic and Cape May Counties. The Lower Southern NJ COVID-19 Vaccination Program, hereto referred to the Covid Lower Counties Program (CLCP), will engage and coordinate with local health departments, community agencies and other stakeholders serving vulnerable populations across the four-county region to dispel vaccine misinformation and increase vaccination capacity and rate of utilization. CLC program will specially provide funding to increase the nursing personnel available to staff the Vineland City Health Department mobile vaccination pop up sites in vulnerable neighborhoods throughout Vineland and the surrounding area. Bilingual outreach staff will engage Hispanic, African American, undocumented, and migrant communities and other residents, provide accurate information about COVID -19 vaccination and support these individuals in attending mobile popup clinics to be vaccinated. The COV will also assist in recruiting community members to participate in the Community Advisory Task Force and COVID Community Outreach Training.

**I. Obligations of SNJPC**

A. Subject to Sections II.C, III.D and III.E below, SNJPC agrees to pay COV for the services listed in Exhibit A attached hereto and made a part hereof. Payments to COV under this Agreement for the period of **March 1, 2022 through February 28, 2023** not to exceed **\$43,680.** for approved program expenses related to the engagement and vaccination of vulnerable populations, as referenced in Exhibit A.

B. 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 COV for the applicable period. Only items previously approved in writing by SNJPC will be processed for payment.

C. SNJPC has designated Kelsey Sanderson 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 Kelsey Sanderson, until a new Network Coordinator is identified. Invoices should be sent to [finance@snjpc.org](mailto:finance@snjpc.org) with a copy to Kelsey Sanderson at [ksanderson@snjpc.org](mailto:ksanderson@snjpc.org).

## II. Obligations of the COV (Vineland City Department of Health)

A. COV shall utilize staff appropriate for the functions identified in ~~Appendix~~ 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. COV shall ensure that all employees working on the 2022-2023 DOH-CLCP grant will have signed a confidentiality agreement approved by SNJPC. COV 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, subject to the requirements of the Open Public Records Act (OPRA) and the Common Law Right to Know.

C. COV agrees to actively participate in trainings, meetings and conference calls related to the CLCP planning/reporting activities. Emma Lopez will serve as the agency representative who is able to adequately discuss COV funded services will be submitted to SNJPC with the signing of this subcontract.

D. COV 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, pop up vaccine clinic program location, numbers of participants receiving vaccines and boosters, follow up data and 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 7 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 COV with the specifications required to be included in the above-mentioned reports.

E. COV shall participate in data collection and evaluation activities as required by NJDOH. COV ~~has~~ shall ensure that vaccination data is made available. Failure to perform data requirements in a timely manner may result in the termination of this subcontract.

F. COV hereby designates Emma Lopez as the employee responsible for financial management and compliance with the provisions of this Agreement.

G. COV agrees to submit all presentations and materials for publication that are developed for CLCP activities to the CLCP 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 February 28, 2023 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 COV 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 COV 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. SNJPC, CLCP and COV agrees to comply with all Federal, State, and Municipal laws, rules and regulations applicable to the activities which COV 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.~~V.~~

## **VI. Indemnification**

A. Except for any claims of negligent actions or inactions of SNJPC, CLCP or NJDOH, COV 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 solely related to the delivery of the 2022-23 CLCP program services by COV as specified in Exhibit A attached hereto , including, any claims for injury to persons, including mental or physical injuries, disabilities and death, or property. The foregoing indemnification shall include, all costs and expenses including, fines, penalties, court costs and attorney's fees. This provision shall survive termination of this agreement. SNJPC shall notify COV 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 COV shall in no case prejudice the rights of SNJPC under this Agreement. Should COV 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 COV 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 COV 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 COV under this Agreement and COV 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 breach 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 COV 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

City of Vineland



\_\_\_\_\_  
Helen Hannigan  
Executive Director  
Southern NJ Perinatal Cooperative

\_\_\_\_\_  
Anthony R. Fanucci  
Mayor, city of Vineland

Date 5/3/2022

Date \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Lower Southern NJ COVID-19 Vaccination Program**  
**March 1, 2022 through February 28, 2023**

- 1) SNJPC will provide the Vineland City Health Department with **\$42,680.00** for the purpose of hiring two community health nurses (10/hours/week X 52 weeks X\$42.00/hr) to administer vaccine shots and boosters at designated mobile vaccine clinic pop up locations in vulnerable neighborhoods with poor vaccination rates.
- 2) COV will leverage its historical relationships to engage, educate and vaccinate/boost vulnerable populations, including but not limited to Mexican and other Latinx, Haitian, African American, undocumented and migrant communities.
- 3) COV will target vulnerable residents through the Live Healthy Vineland community HUBS and Corner Store Network, local African American and Hispanic Churches and other key events and gathering centers in outreach and educational efforts.
- 4) COV will assist in identifying representative community members to receive COVID-19 Community Training and serve on the Community Advisory Board.
- 5) COV will assist with identifying individuals, representative of their communities, who could be hired per diem, to provide translation services at community outreach events and vaccine clinics.