

CITY OF VINELAND

RESOLUTION NO. 2015-\_\_\_\_\_

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 MODEL.

WHEREAS, Southern NJ Perinatal Cooperative (SNJPC) will receive funding for Year 5 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 12-19 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 period of October 1, 2015 through September 30, 2016, in an amount not exceed \$36,000.00 for approved program and administrative expenses related to the continued delivery of the Programs as required;

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

To: Robert Dickenson, Assistant Business Administrator  
From: Dale Jones, Health Director   
Date: August 31, 2015  
Re: Agreement with SJ Perinatal Cooperative and Vineland Health Department for the Personal Responsibility and Education Program model

Attached please find a Letter of Agreement between the Southern New Jersey Perinatal Cooperative and the Vineland Health Department for a grant in the amount of \$36,000 to continue the Personal Responsibility and Education Program Model. The grant program consists of developing and implementing the Be Proud! Be Responsible! (BPBR) model to reduce teen pregnancy and sexually transmitted diseases amongst teens. The grant period is from October 1, 2015 – September 30, 2016.

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

Thank you.

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

This Agreement, effective October 1, 2015 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 developing and implementing the approved Be Proud! Be Responsible! (BPBR) model to teens in Bridgeton, Millville and Vineland. This Agreement will continue until such time as the Agreement has been modified or terminated as set forth herein

**I. Introduction**

On October 1, 2015, the Southern New Jersey Perinatal Cooperative will receive funding for Year 5 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 12-19 in six high risk municipalities in southern NJ with a high incidence of adolescent pregnancy. The methodology to achieve the objectives is to implement the BPBR program model to teens and teen moms in schools and/or community organizations in Bridgeton, Millville and Vineland.

**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.
- B. Payments to Vendor under this Agreement for the period of October 1, 2015 through September 30, 2016 not to exceed \$36,000. for approved program and administrative expenses related to the delivery of Be Proud!Be Responsible! 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, Sarah Malone-Ditzel.

## **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 2015-2016 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 participate as an active participant in trainings, meetings and conference calls related to the implementation of the BPBR program. The name of an 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 the Johns Hopkins evaluation team 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, 2016 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**

- B. 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 2015-2016 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. 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.
- 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.
- 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.

---

Robert M. Dickinson, MS, HO  
City of Vineland Health Department  
Health Officer

---

Judy Donlen, RN, DNSc, JD  
Southern New Jersey Perinatal Cooperative  
Executive Director

---

August 31, 2015

Date

---

Date

**EXHIBIT A**  
**Scope of Services**  
**2015-2016 Personal Responsibility Education Program**  
**City of Vineland Health Department**

1. By June 30, 2016, conduct at least three Be Proud! Be Responsible! (BPBR)! series serving teens from the three target municipalities (Bridgeton, Millville, and Vineland) and one Be Protective! (BPBRBP) serving moms from the three counties through multi-session group level interventions to approximately up to 44 high risk youth and pregnant or parenting teen mothers.
2. By June 30, 2016, complete a minimum of two BPBR series with 50% of the participants representing each of the three designated target cities providing small group multi session interventions to high risk teens for a minimum of 30 hours of instruction.
3. By June 30, 2016, there will be a 10% increase in the number of participating youth who demonstrate an increase in knowledge about and intention to use contraception as demonstrated by program pre and post data.
4. By June 30, 2016, assist with recruitment of 100 professionals to attend capacity building training.
5. By June 30, 2016 participate in at least three sexual health responsibility awareness events such as National Day to Prevent AIDS, AIDS TESTING DAY, and other related information and awareness events.
6. 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
7. Review and update as needed, youth resource directory for each municipality.
8. With input from the local school based youth services and teen outreach community, document efforts to include representation of teens from the LGBTQ community.
9. 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.
10. Attend all joint staff and supervisory meetings, 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, 2015 thru September 30, 2016**

**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>70%</u>	<u>\$31,872.00</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
Personnel Total	<u>70%</u>	<u>\$31,872.00</u>

b. Fringe Benefits      FICA                                 \$ 2,184

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

Local Travel  
 Out of Area/ Long                                         \$ -0-

d. Equipment     \$ -0-

e. Supplies     \$ 1,943

Printing, postage, faxing, paper, computer ink  
 Youth incentives, Meeting supplies, literature and demonstration tools

f. **Total Direct Charges**                                 \$ 36,000.00

**Key Personnel**

NAME AND POSITION TITLE	ANNUAL SALARY	NO. MONTHS BUDGET	** % TIME	TOTAL FUNDS REQUEST ED
	(1)	(2)	(3)	(4)
<b>Sara Paciocco</b> <b>Field Rep/Health</b> <b>Education</b>	\$46,441	12 months	70%	\$31,872
Fringe Benefit				\$2,184

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