

CITY OF VINELAND

RESOLUTION NO. 2016-_____

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 CAMPAIGN.

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 \$60,000.00 for the period beginning March 1, 2016 through December 31, 2016 to assist the County by providing the following:

Technical assistance and support to expand the ongoing Live Health Vineland components, consisting of the Healthy Corner Store Project and the Worksite Wellness Program into Cumberland County. The objective of the project include increasing the number of people with access to healthy food or beverages and reducing the incidence of chronic disease by creating wellness initiatives in partnership with Cumberland County 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 Campaign.

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: March 3, 2016
Re: Agreement with Cumberland County Department of Health and the Vineland Health Department for the Live Healthy Cumberland County Campaign.

Attached please find a Shared Services Agreement between the Cumberland County Health Department (CCDOH) and the Vineland Health Department to jointly work to develop and implement the Live Healthy Cumberland County Campaign. The Cumberland County Health Department agrees to contract with the Vineland Health Department in the amount of \$60,000 to assist the CCDOH by:

Providing technical assistance and support to expand the ongoing Live Healthy Vineland components, consisting of the Healthy Corner Store Project and the Worksite Wellness Program into Cumberland County. The objectives of the project include increasing the number of people with access to healthy food or beverages and reducing the incidence of chronic disease by creating wellness initiatives in partnership with Cumberland County worksites.

The grant period is from March 1, 2016 through December, 31, 2016.

Enclosed is the Agreement, Exhibit A on page 5 details the deliverables the Vineland Health Department, Health Education Division has committed to conduct.

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.

c. Laura Gilroy
Jackie Muccirelli

**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 March 1, 2016 between City of Vineland Department of Health (“VHD”) and the Cumberland County Department of Health (“CDOH”) 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 VHD, in collaboration with CDOH has created a project called Live Healthy Cumberland County (“LHCC”). The objectives of LHCC 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.

Obligations of CDOH

- A. Subject to Sections II.C, III.D and III.E below, CDOH 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 VHD under this Agreement are for the period March 1, 2016 through December 31, 2016. Total payments are not to exceed \$60,000 for approved program and administrative expenses related to the delivery of LHCC as referenced in Exhibit B.
- C. CDOH agrees to disburse payments within 45 business days from receipt of 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 CDOH and listed on Exhibit B will be processed for payment.

In the event of any dispute as to the amount to paid, the full amount invoiced will be paid and if after subsequent negotiation, arbitration or litigation it is determined that the amount due was less than actually paid, VHD shall repay the excess to CDOH.

- D. CDOH has designated Megan Sheppard as the Project Director for this Agreement. All questions regarding financial reporting and expenditures can be directed to Debra Petersen, Supervisor of Accounts. Questions or changes concerning daily programmatic issues or personnel should be directed to the Project Director.

II. Obligations of the VHD

- A. VHD shall utilize staff appropriate for the functions identified in Exhibit A of this Agreement. VHD is an independent contractor and the primary employer of the staff designated to perform services under this Agreement. The CDOH Project Director and Director of Finance should be kept informed of staff vacancies and the status of hiring.
- B. VHD shall submit quarterly program progress reports to CDOH 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 CDOH for the operation of the grant. Quarterly invoices are due to the CDOH within 7 working days after the close of the quarter, or earlier if deemed so necessary by the LHCC Project Director or Director of Finance. If no reports are submitted, funds will not be processed for payment. CDOH will provide VHD with the specifications required to be included in the above-mentioned reports.
- C. VHD hereby designates Emma Lopez as the employee responsible for financial management and compliance with the provisions of this Agreement.
- D. VHD agrees to submit all presentations and materials for publication that are developed for LHCC activities and with CDOH funds for review and prior approval by the LHCC Project Director. Presentations, publications, audiovisuals or other materials that result from activities of this project must indicate or show support by CDOH in standard format/logos provided by SNJPC. Verbal reports shall also acknowledge this support.
- E. The term of this Agreement shall commence on the date set forth above and shall remain in effect until December 31, 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 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. CDHO 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.

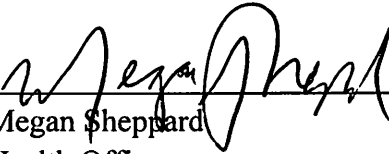
V. Compliance with Laws

- A. VHD 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.VI.

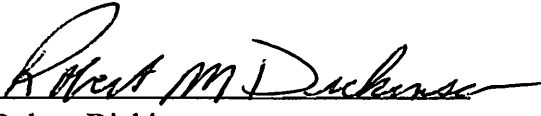
VI. General

- A. The parties agree that continuation of funding under this Agreement is expressly dependent upon CDOH's availability of funds which will be based upon progress and satisfactory performance in the previous year, including timely submission of reports. CDOH 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. CDOH 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 CDOH.
- D. 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 CDOH 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.
- E. 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 _____ (Effective Date).



Megan Sheppard
Health Officer
Cumberland County Dept. of Health



Robert Dickinson
Health Officer
Vineland Health Dept.

2/26/16
Date

2/29/2016
Date

EXHIBIT A
Scope of Services
2016 Live Healthy Cumberland County Program
City of Vineland Health Department

1. By December 31, 2016, establish a Healthy Food Network project in Cumberland County which will promote healthy food options in Bridgeton and Millville to 20.

Measurement: Baseline: 7 retail food establishments. Target: 13.

Methods:

- a. Recruit retail food retail establishments
- b. Obtain Memorandum of Agreement between store owner and Live Healthy Cumberland County.
- c. Utilize The Food Trust (TFT) toolkit with promotional materials to provide guidelines for healthy food retail, product handling and store infrastructure training.
- d. Convene partnering food retail establishments to provide periodic training, gather input, networking and other support
- e. Support healthy food marketing in store and community including Spanish language TV and radio
- f. Retail food establishments begin to offer and promote healthy products and awareness campaign to create consumer change in behavior in regards to purchases.
- g. Facilitate application for TFT corner store conversion mini-grants.
- h. Corner Store individualized consulting and troubleshooting as needed.

2. By December 31, 2016, increase the number of workplaces with linkages to clinical and community prevention services.

Measurement: Baseline: 0 worksites. Target 10

Methods:

- a. Recruit worksites and assess employer needs.
- b. Create 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.

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

4. Attend all staff and supervisory meetings, webinars and technical assistance sessions as requested.

5. Provide all required tracking and reporting documentation as required by CDOH, for program registration, ongoing activities and follow up.

EXHIBIT B

EXHIBIT B

**BUDGET JUSTIFICATION
March 1, 2016 – December 31, 2016**

**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
Health Educator

Category (From Attachment B)

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

Personnel	Staff Titles:	% FTE	Salary
<u>Sara Paciocco</u>	<u>Healthy Corner Store Coordinator</u>	<u>20%</u>	<u>\$ 9,158</u>
<u>Robert LaForgia</u>	<u>Worksite Wellness Coordinator</u>	<u>40%</u>	<u>\$17,869</u>
<u>Mildred Irizarry</u>	<u>Community Relations (Bilingual)</u>	<u>30%</u>	<u>\$ 6,365</u>
<u>Craig Traina</u>	<u>Field Representative – Health Ed.</u>	<u>57%</u>	<u>\$14,040</u>
Personnel Total			<u>\$47,432</u>

b. Fringe Benefits FICA \$ 3,617

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

c. Travel \$1,200

Fuel for travel of 2 personnel 2 days/week

d. Office Expenses \$1,300

Printing, postage, paper, computer ink, etc.

e. Program Expenses \$6,451

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

f. **Total Direct Charges** \$ 60,000.00

Key Personnel

NAME AND CIVIL SERVICE POSITION TITLE	ANNUAL SALARY	NO. MONTHS	% TIME	TOTAL FUNDS REQUESTED
	(1)	(2)	(3)	(4)
Sara Paciocco Field Rep/Health Ed.	\$46,441	12 months	20%	\$9,158
Robert LaForgia Field Rep/Health Ed.	\$46,441	12 months	39%	\$17,869
Craig Traina(P/T) Field Rep/Health Ed.	\$24,840	12 months	57%	\$14,040
Mildred Irizarry Community Relations Aide	\$20,821	12 months	30%	\$6,365
Fringe Benefits				\$3,617