

RESOLUTION NO. 2022-508

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 TEEN OUTREACH PROGRAM TO PREVENT UNPLANNED TEEN PREGNANCY

WHEREAS, the Southern New Jersey Perinatal Cooperative (SNJPC) has received funding from the New Jersey Department of Health (NJDOH) to implement Sexual Risk Avoidance Education Programming (SRAE) to teens 10-14 years old in middle schools and community service organizations across Southern New Jersey to reduce unintended pregnancy and sexually transmitted disease in Cumberland County; and

WHEREAS, SNJPC has requested the assistance of the City of Vineland Health Department to engage and educate teens in at least three schools or community based organizations in the Vineland area as more specifically outlined in Exhibit A of the Agreement attached hereto and made a part hereof; and

WHEREAS, SNJPC has agreed to provide the City with \$47,500.00 to cover the cost of the implementation of the Teen Outreach Program (TOP); 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 implementation of a Teen Outreach Program in accordance with the Agreement attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

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

This Agreement, effective October 1, 2022 through September 30, 2023 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 implementing the approved Teen Outreach Program (TOP) and Love Notes curriculums to teens ages 10-14 in the Vineland and the surrounding area middle schools, an/or community organizations. This Agreement will continue until the Agreement has been modified or terminated as set forth herein.

I. Introduction

The Southern New Jersey Perinatal Cooperative will receive funding from the New Jersey Department of Health (NJDOH) to implement Sexual Risk Avoidance Education (SRAE) Programming to teens 10-14 years old in middle schools and community service organizations across southern New Jersey. The main purpose of this grant is to delay initiation of sexual activity among teens 10-14, ultimately resulting in a decrease of unintended pregnancy and sexually transmitted disease in amongst older teens in Cumberland County, and specifically Vineland and Millville. The methodology to achieve the objectives is the evidence-based Teen Outreach Program (TOP) and Love Notes models which includes a youth development curriculum for teens 10-14, to middle school youth serving community organizations in Vineland and the surrounding areas with a high incidence of unplanned teen pregnancy. The curriculum also includes a community service component. Addition program activities include a Youth Advisory Board and "Teen Speak", a parent curriculum.

II. Obligations of the SNJPC

- A. Subject to Sections 11.C, 11.D and 11.E below, SNJPC agrees to pay Vendor for the 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, 2022 through September 30, 2023 are not to exceed \$47,500. for approved program and administrative expenses related to the delivery of SRAE as referenced in Exhibit A.
- 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 will be processed for payment. Invoices should be remitted to accountspayable@snjpc.org.

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, Cathy Butler-Witt and Director of Finance, Kathy Barry should be kept informed of staff vacancies and the status of hiring.
- B. Vendor shall ensure that all employees working on the 2023 DOH-SRAE-TOP 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 actively participate in trainings, meetings and conference calls related to the BPBR/TOP program planning and implementation activities. Emma Lopez will serve as the agency representative who is able to discuss VCDH funded services, which will be submitted to SNJPC with the signing of this subcontract.
- D. VCDH shall submit quarterly program progress reports to SNJPC as required, These quarterly program progress reports shall include: program planning and activities, program location, group type, numbers of participants, pre and post surveys, follow up data, and any other data deemed necessary by SNJPC and on behalf of NJDOH, for the operation of the grant. SNJPC will provide VCHD with the specifications required to be included in the above-mentioned reports.
- E. 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 SRAE Project Director or Director of Finance, due to NJDOH reporting requirements. If reports are not submitted, funds will not be processed for payment.
- F. VCHD shall participate in data collection and evaluation activities as required by NJDOH. VCHD shall ensure that their staff have 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.
- G. VCHD hereby designates Emma Lopez as the employee responsible for financial management and compliance with the provisions of this Agreement.
- H. VCHD agrees to submit all presentations and materials for publication that are developed for SRAE activities and with SRAE funds for review and prior approval by the SRAE 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.

- I. The term of this Agreement shall commence on the date set forth above and shall remain in effect until September 30, 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 Vendor has met all requirements listed in this Agreement, including without limitation those listed in Exhibit A.
- J. Anything herein to the contrary notwithstanding, this Agreement may 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.

VI. 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.

VII. Indemnification

- A. 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 2023 SRAE-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.

VIII. 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.

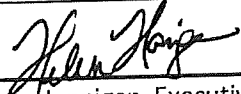
EXHIBIT A- Scope of Services
October 1, 2021 - September 30, 2022
Sexual Risk Avoidance Education
City of Vineland Health Department

1. By September 30, 2023, conduct a Teen Outreach series in least three schools or community based organizations in the Vineland area through multi-session group level interventions using TOP or Love Notes curriculum
2. Ensure the TOP curriculum include the following:
 - a. Attendance at all TOP training programs
 - b. Secure a safe and suitable space for program activities that will accommodate a maximum of 25 students and have room for break out activities.
 - c. Assure that TOP groups can meet weekly, at a designated time, for at least 40 minutes over a minimum of the required 25 weeks or whatever is determined to be appropriate for that pilot.
 - d. Provide incentives for youth to maintain their participation in the series.
 - e. Distribute program materials.
3. Attend Love Notes curriculum training and adhere to the program fidelity.
4. By September 30, 2023, conduct at least three Teen Speak parent education series.
5. By September 30, 2023, review and update as needed, youth resource directory for each municipality.
6. Through September 30, 2023, with input from the local school-based youth services and teen outreach community, document efforts to include representation of teens from the LGBTQ community.
7. Through September 30, 2023, participate in designated planning efforts, curriculum review and development, training, promotional and piloting activities related to implementation of the SRAE TOP for middle schools.
8. Through September 30, 2023, 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.
9. Through September 30, 2023, attend all joint staff and supervisory meeting, planning activities, webinars and technical assistance sessions.
10. Through September 30, 2023, provide all required tracking and reporting documentation as required by SNJPC, for program registration, ongoing activities and follow up.
11. By September 30, 2023, build and maintain a Youth Advisory Board (YAB) consisting of 6-10 youth members in one of the designated municipalities (Bridgeton or Vineland) and complete all YAB activities outlined by the NJDOH.

- B. It is expressly agreed and understood that Vendor and its agents are acting and performing and 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. 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.

Southern New Jersey Perinatal Cooperative



 Helen Hannigan, Executive Director
 Southern New Jersey Perinatal Cooperative

Date: 09.12.22

City of Vineland Department of Health

Anthony Fanucci, Mayor
 Vineland City

Date: