

CITY OF VINELAND

RESOLUTION NO. 2023-408

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE CUMBERLAND COUNTY BOARD OF HEALTH AND THE CITY OF VINELAND DEPARTMENT OF HEALTH ON BEHALF OF THE CITY OF VINELAND TO CONDUCT NEEDS ASSESSMENT FOR A WORKFORCE DEVELOPMENT PLAN**

**WHEREAS**, the Rutgers School of Public Health, Center for Public Health Workforce Development (Rutgers) has expertise and experience of conducting workforce training needs assessment with health departments and is willing to provide said service to multiple health departments in southern New Jersey; and

**WHEREAS**, the Cumberland County Board of Health (CCBOH) desires to partner with the members of the Southern Regional Government Public Health Partnership to complete a workforce training needs assessment, which includes the City of Vineland Board of Health; and

**WHEREAS**, the CCBOH is entering into a Shared Services Agreement with Rutgers to complete a training needs assessment and shall pay the total cost of \$45,155.00 with the intent that all members of the Southern Region Government Public Health Partnership share equally in the cost with each member paying \$4,515.50; and

**WHEREAS**, the Director of the Vineland Health Department has requested the City Council consider the execution of a shared services agreement to receive public health workforce training needs assessment.

**WHEREAS**, the Parties recognize the benefits and economies to be achieved by utilizing shared services for the performance of services that can be done more efficiently in combination than separately and the Parties are authorized, pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A.40A: 65-1, et seq., to enter into a shared services agreement with any other local unit to provide or receive any service that each local unit could perform on its own.

**WHEREAS**, the Parties wish to outline their respective duties and obligations relative to the workforce training needs assessment and submission of costs for reimbursement by way of a Shared Services Agreement.

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Vineland that the Director of the Vineland Department of Health is authorized to execute a Shared Services Agreement with the Cumberland County Board of Health for the sharing of costs for the completion of a training needs assessment by Rutgers at the cost of \$4,515.15 in the form and substance as attached hereto and made a part hereof.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

**SHARED SERVICES  
AGREEMENT BETWEEN**

**CUMBERLAND COUNTY BOARD OF HEALTH  
AND  
CITY OF VINELAND**

This agreement is made this 27th day of June, 2023, by and between the Cumberland County Board of Health having its principal offices at 309 Buck Street, Millville, New Jersey 08332 (hereinafter referred to as "CCBOH") and the **CITY OF VINELAND**, having its principal offices located at 640 E. Wood Street, Vineland NJ 08360 (hereinafter referred to as "City of Vineland") with respect to an agreement to achieve a project goal under the Enhancing Local Public Health Infrastructure (ELPHI) grant.

**WITNESSETH:**

WHEREAS, this agreement is authorized pursuant to the Uniform Shared Service and Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and 96.

WHEREAS, the health departments throughout the state has received grant funds to enhance local public infrastructure; and

WHEREAS, one of the goals of the grant is to conduct needs assessments to identify variations across different LHDs and populations and better target future communicable disease efforts; and

WHEREAS, completing a public health workforce training needs assessment is required in order to do a Workforce Development Plan; and

WHEREAS, Rutgers School of Public Health - Center for Public Health Workforce Development (Herein referred to as "Rutgers") has the expertise and experience of conducting workforce training needs assessment with health departments and is willing to provide this service to multiple health departments in the southern regions; and

WHEREAS, to help achieve this goal, the CCBOH desires to partner with the following

health departments that are in the Southern Region Governmental Public Health Partnership (GPHP) to complete a public health workforce training needs assessment:

Atlantic County, Burlington County, Cape May County, Camden County, Gloucester County, Ocean County, Salem County, City of Vineland, Atlantic City

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations between the parties, the parties do hereby mutually agree as follows:

1.

- A) The CCBOH agrees to enter into a Shared Service Agreement with Rutgers to complete a training needs assessment for the full amount of \$45,155, with the total cost to be split equally between participating jurisdictions.
- B) The City of Vineland agrees to reimburse the CCBOH the total cost of their project portion which is currently set at \$4,515.50 with \$2,257.75 due at the completion of the assessment and \$2,257.75 due at the completion of the project.
- C) CCBOH will invoice the City of Vineland twice; once upon distribution of the TNA for a total of \$2,257.75 and once upon delivery of reports and completion of the project for \$2,257.75. City of Vineland agrees to reimburse CCBOH timely upon receipt of the invoice.
- D) If a participating health department(s) does not complete the SSA timely or has decided to not participate, and the total cost is not reduced then their portion(s) will be split equally between the participating departments, but not to exceed an increase of \$1,500 for each participating department.
- E) The CCBOH has designated Megan Sheppard as the Project Director for this Agreement. All questions regarding financial reporting and expenditures can be directed to Megan Sheppard, Health Officer.
- F) City of Vineland shall utilize staff appropriate for the functions identified in Exhibit A of this Agreement.
- G) City of Vineland is an independent contractor and the primary employer of the staff designated to perform services, as applicable, under this Agreement.
- H) City of Vineland shall establish this Shared Services Agreement prior to July

31, 2023.

- I) City of Vineland hereby designates Emma Lopez as the employee responsible for financial management of this agreement.
2. This agreement becomes effective when signed by both Parties for the period of August 1, 2023 through February 15, 2024.
3. Either party may terminate this AGREEMENT if the other party becomes insolvent, files a petition in bankruptcy, ceases doing business, or fails to cure a breach of any term or condition of this AGREEMENT within thirty (30) days written notice specifying such breach. In the event Jurisdiction fails to make a payment in accordance with Section 1 C, the CCBOH may either immediately suspend their portion of the project hereunder or terminate this AGREEMENT.
  - a) Upon termination, CCDOH shall be entitled to payment of the fixed price calculated as a percentage of the total length of the contract worked at the time of termination.
4. This agreement is contingent upon receipt of ELPHI or other grant funds.
5. Should any condition of this agreement be found by a court of competent jurisdiction to be void or unenforceable, all other conditions remain in force unless the entire agreement is found by said court to be null and void.
6. Both the CCBOH and City of Vineland agree to mutually cooperate with one another in any other manner in connection with the provision of these shared services.
7. The CCBOH shall indemnify and shall hold the City of Vineland, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personnel claim, OPRA claim, personal injury claim, OPRA claim, death, or damage to property, in any way related to services performed for or on behalf of the Board of CCCCBOH by its employees under the terms of this Shared Services Agreement.
8. The City of Vineland shall indemnify and shall hold the CCBOH, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personnel claim, OPRA claim, personal injury, death, or damage to property in any way related to services performed for or on behalf of CCBOH by

County employees

9. At all times during the term of this Shared Services Agreement, the CCBOH and City of Vineland shall maintain or cause to be maintained with responsible insurers (including the Joint Insurance Fund) who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, general liability insurance or its equivalent with a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum aggregate of one million (\$1,000,000) dollars. The CCBOH and City of Vineland shall be obligated to pay for their respective costs of all such insurance. In addition, each party shall provide evidence of Workers' Compensation insurance or its equivalent in accordance with the statutes of the State of New Jersey and \$1,000,000 for Employers Liability. Each of the parties, upon the request of the other, shall provide a Certificate of coverage evidencing that appropriate insurance coverage is in full force and effect.

10. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation. If a dispute between the CCBOH and City of Vineland arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding arbitration.

11. During mediation proceedings, the CCBOH and City of Vineland shall continue to perform the services described in this Agreement.

12. Prior to either party submitting a demand for mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing. Demand for mediation of any claim shall not be made until the earlier of the following:

- A) Five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- B) Thirty (30) days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all

claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

13. Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest-ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

14. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

15. Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

16. If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, any party may submit the dispute to the Superior Court of New Jersey, Cumberland County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

17. In the event that any agreement which is contained in this Shared Services Agreement shall be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

18. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either the CCBOH and City of Vineland, in his or her individual capacity, and neither the officers, agents or employees of the CCBOH and City of Vineland nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

19. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

20. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Local Units and their respective successors and assigns.

21. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

22. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

23. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

24. Each Local Unit shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

25. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement

Dated: \_\_\_\_\_

ATTEST

COUNTY OF CUMBERLAND

\_\_\_\_\_  
Neil Riley  
Secretary of the Board

\_\_\_\_\_  
Dennis Gaggini Jr.  
CCBOH Chair

Dated: \_\_\_\_\_

ATTEST

City of Vineland

\_\_\_\_\_  
Anthony Fanucci  
Mayor

**EXHIBIT A**

**Scope of Services**

**Public Health Workforce Training Needs Assessment (TNA)**



***Provided by Rutgers Center for Public Health Workforce Development***

Rutgers Center for Public Health Workforce Development (CPHWD) will facilitate and implement a Southern Region GPHW training needs assessment (TNA) for the public health professionals employed by nine GPHW member organizations, which includes: Cumberland, Salem, Gloucester, Burlington, Atlantic, Camden, Ocean and Cape May County Health Departments, and the City of Vineland and Atlantic City Health Department. Such training needs assessments are required by the NJDOH Practice Standards and in the pursuit of public health accreditation.

**Key tasks**

- Provide overview of purpose, process and goals to health department leads.
- Identify one staff member liaison from each LHD for working/planning group.
- Establish overview of timeline and goals (to be completed by December 2023)
- Determine scope of positions to include in TNA.
- Identify, review, and select draft competencies for each position, with consideration of potential cross-cutting competencies to include such as those related to customer service, basic public health awareness, and cultural humility.
- Build assessment tool incorporating identified positions – noting that for some positions, research will be required to identify or develop specific competencies.
- Facilitate testing and reviewing competencies, and the use of survey instrument (Qualtrics)
- Implement assessment over a two-week period in Fall, 2023.
- Review and prepare/clean data for analysis.
- Prepare reports as follows:
  - One report for each department, identifying priority needs by position.
  - Regional report reflecting priority needs by discipline.

**KEY FIRST ACTIVITIES:**

Establish working group with representation from every participating department to plan and develop process and contribute to instrument design. Discuss timeline.

***Draft: Key Steps in Process:***

**STEP 1: Qualtrics Build/Migration to Qualtrics:**

1. Revising and streamlining current data collection processes, instruments, and databases used to manage data for all Workforce Assessments.
  - a. Determine final list of workforce positions and their accompanying competencies which includes:
    - i. Nurses
    - ii. Health Educators
    - iii. REHS
    - iv. Epidemiologists
    - v. CEHA staff
    - vi. Lead inspectors/risk assessors
    - vii. **CONSIDER:**
      1. *\*Special Child Health (Social Workers)?*
      2. *\*Network Administrators?*
      3. *\*Animal Control?*
      4. *\*Administrative staff?*
      5. Etc.

**TO CONSIDER:** If assessment is primarily public health focused, should we limit assessments to those