

RESOLUTION NO. 2023- 499

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 THE TEEN OUTREACH PROGRAM (TOP) MODEL - SEXUAL RISK AVOIDANCE EDUCATION PROGRAM.

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 \$34,750.00 for the period October 1, 2023 through September 30, 2024, to cover the cost of the implementation of the Teen Outreach Program (TOP) – Sexual Risk Avoidance Education Program; 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 is 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:

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President of Council

ATTEST:

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City Clerk

# Memorandum



(b2)

To: Robert Dickenson, Assistant Business Administrator  
From: MacLeod Carre, Health Director *mc*  
Date: September 27<sup>th</sup>, 2023  
Re: Shared Services Agreement with Southern New Jersey Perinatal Cooperative and the Vineland Health Department for the Sexual Risk Avoidance Education Program.

Attached please find an Agreement between the Southern New Jersey Perinatal Cooperative and the Vineland Health Department. The Vineland Health Department agrees to conduct the evidence-based Teen Outreach Program (TOP®) model, which includes a youth development curriculum for teens 10 thru 15, to be provided in 20-26 sessions adapted to middle school and youth serving community organizations in Bridgeton, Millville, and Vineland. The Southern New Jersey Perinatal Cooperative will provide grant funding to the Vineland Health Department for the grant period October 1, 2023 –September 30, 2024 in the amount of \$34,750

I kindly request a resolution be executed to enable my department to accept the grant funding in order to reimburse our department for expenses incurred to continue the Sexual Risk Avoidance Education Program

Thank you.



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

This Agreement, effective October 1, 2023, between Southern New Jersey Perinatal Cooperative (SNJPC), located at 2500 McClellan Ave, Suite 250, Pennsauken, NJ, 08109, and the City of Vineland Department of Health(contractor), located at 640 E. Wood Street, Vineland, NJ 08360 establishes a formal working agreement between two parties and the responsibilities of both parties to one another with regard to the development and implementation of grant objectives.

**I. Introduction**

This Agreement supports NJ Department of Health's primary goal to extend the Sexual Risk Avoidance Education program for the grant year of October 1, 2023, through September 30, 2024. Collaborating with The Cooperative to actively engage adolescents aged 10-14 in evidence-based interventions that build social and emotional skills necessary to reduce teen pregnancy, and STI's. This agreement is a commitment to expand collaborative efforts focusing primarily in Vineland City and Bridgeton City.

**II. Terms**

1. The Scope of Work (Exhibit A) under this contract will begin October 1,2023, and extend through September 30, 2024.
2. The Cooperative agrees to pay the City of Vineland for the services listed in Exhibit A attached hereto and made a part hereof.
3. Payments to the City of Vineland under this Agreement for the period of October 1, 2023, through September 30, 2024, not to exceed \$34,750 for approved program and administrative expenses related to the delivery of the project activities.
4. The City of Vineland will provide a standardized initial invoice of 25% of this agreement for the SOW in Exhibit A to [accountspayable@snjpc.org](mailto:accountspayable@snjpc.org) and [ltilghman@snjpc.org](mailto:ltilghman@snjpc.org). Contractor will provide three additional quarterly invoices of 25% through September 15, 2024, to [accountspayable@snjpc.org](mailto:accountspayable@snjpc.org) and [ltilghman@snjpc.org](mailto:ltilghman@snjpc.org).
5. It is understood and agreed that the City of Vineland is an independent contractor and the contractor has provided The Cooperative with a W-9 form to facilitate this process.

**III. Obligations of the Contractor**

1. The Contractor will inform SNJPC of any issue that would prevent completion of project activities within the agreed upon time frame.
2. The Contractor assures that funds will be utilized only as approved by SNJPC for this project.
3. The Contractor agrees to have designated representatives attend facilitation training, scheduled from October 16, 2023 through October 26, 2023 (minus the weekend).

#### **IV. Obligations of The Cooperative**

1. Provide timely coordination and support for program implementation, including program supplies and funds for implementing staff (to be finalized after award).
2. Provide timely training on selected curriculum for implementing staff at the City of Vineland
3. Coordinate CSL Opportunities and Guest Speakers.
4. Select which Evidenced Based Intervention (Love Notes curriculum and/or Teen Outreach Program will be used at each location (with input from City of Vineland)).
5. Provide tools that reassure performance and guidance for administration, including but not limited to student surveys.

#### **V. General**

1. The Contractor shall solely be responsible for all and shall indemnify, keep, save, and hold SNJPC and its officers, directors, employees, and agents harmless from all claims, loss, costs, liability, obligation, lien, encumbrance, expense, or damage arising out of the negligence of the Contractor in its performance or delivery of the curriculum including claims for injury to persons, including mental or physical injuries, disabilities and death, or property. The foregoing indemnification shall include reasonable costs and expenses including fines, penalties, court costs and reasonable attorney's fees. This provision shall survive termination of this agreement. SNJPC shall notify the Contractor of any such claim against SNJPC covered by this indemnification within thirty (30) days after it has notice of such claim. Should the Contractor 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 the Contractor liability shall be conclusively established by such action, including any settlement consideration, reasonable costs and expenses, and attorneys' fees, incurred by SNJPC.
2. The Contractor agrees in the performance of this Agreement to comply with all Federal, State, and Municipal laws, rules, and regulations generally applicable to the activities by whosoever performed in which the Contractor 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.
3. In the performance of the duties and obligations under this Agreement, it is expressly agreed and understood that the Contractor is acting and performing as an independent contractor and nothing in this Agreement shall be construed as creating an employee/employer relationship, a joint venture or otherwise.
4. A return copy of this Agreement with the signature of the Contractor denotes acceptance of the conditions of this letter of Agreement.
5. 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.

6. This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey. 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.
7. This agreement shall not be altered or amended except pursuant to an instrument or writing signed by the parties hereto.
8. 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.

Agreed by The City of Vineland Department of Health

\_\_\_\_\_  
Date

By Anthony Fanucci, Mayor  
City of Vineland Department of Health

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Signature

Agreed by the Southern New Jersey Perinatal Cooperative

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Date

By Helen Hannigan  
Executive Director, Southern New Jersey Perinatal Cooperative

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Signature

Exhibit A  
**SCOPE OF WORK**  
**CITY OF VINELAND HEALTH DEPARTMENT**

**Project Summary:**

The primary goal of the project is to engage adolescents in evidence-based interventions that address protective factors to help adolescents and parents/caregivers develop skills to reduce risks for teen pregnancy and STIs. SNJPC will improve social opportunities for adolescents and promote positive youth development strategies in schools and community-based organizations. This helps adolescents develop the social and emotional skills necessary to decrease pregnancy and STIs.

**Project Duration: October 1, 2023- September 30, 2024**

**Budget: \$34,750**

**Location: Cumberland County**

**Contract Overview:**

1. Host and facilitate Teen Outreach Program (TOP) and Love Notes (LN) in Vineland City and Bridgeton City.
2. Support youth to complete the required 15 hours of Community-Service Learning hours for TOP cohorts or 5 Community Service Learning hours for LN cohorts.
3. Ensure all SRAE facilitators complete required training in TOP and LN.
4. Recruit and retain 10% of program participants from a special population, including Spanish speaking youth; and youth in juvenile justice, foster care or who identify as LGBTQ+ or have intellectual and/or developmental disabilities.
5. Identify and engage community leaders to support implementation of the TOP, LN and related Community Service Learning (CSL) opportunities.
6. Work with host site to assure facility space and logistical support accommodates necessary cohort requirements for program frequency, size and other parameters necessary to maintain program fidelity.
7. Seek parental consent and administrative permissions necessary to meet performance measure requirements in accordance with evidence-based intervention requirements.
8. Administer tools that measure performance, including but not limited to pre and post student surveys.
9. Complete administrative reporting requirements including, but not limited to, participant demographics, program attendance and completion as well as required performance measures.

10. Attend required SRAE ongoing operational meetings, technical assistance sessions and capacity building activities as appropriate.
11. Send two representatives to attend NJDOH Get Real, Answer, and TOP facilitator training during workdays from October 16 – 26.