



Board of County Commissioners

Health & Human Services Committee

RESOLUTION AUTHORIZING A CONTRACT WITH PUBLIC HEALTH FOUNDATION FOR WORKFORCE DEVELOPMENT PLANNING SUPPORT FOR ENHANCING LOCAL PUBLIC HEALTH INFRASTRUCTURE GRANT

WHEREAS, the Board of County Commissioners of the County of Salem wishes to enter into a contract with Public Health Foundation to execute Workforce Development Planning Support on behalf of the Salem County Department of Health and Human Services; and

WHEREAS, Salem County will receive funds allocated from the state through the Public Health Infrastructure Grant. A portion of these funds was approved during the application process and will be used for planning support to create a Workforce Development Plan for the Salem County Department of Health and Human Services.

NOW, THEREFORE, BE IT RESOLVED by the Salem County Board of County Commissioners that:

- 1. The Director of the Board of County Commissioners of the County of Salem and the Clerk of the Board are hereby authorized to execute an agreement with the said Public Health Foundation, in an amount not to exceed \$12,000.00.
a. \$6,000.00 upon full execution of agreement.
b. \$6,000.00 upon completion of the work.

DANIEL S. TIMMERMAN Commissioner
Chair, Health & Human Services Committee

I hereby certify the foregoing to be a true resolution adopted by the Salem County Board of County Commissioners on April 5, 2023.

STACY L. PENNINGTON
Clerk of the Board

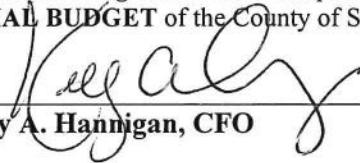
RECORD OF VOTE

Table with 7 columns: COMMISSIONER, RESOLUTION MOVED, RESOLUTION SECOND, AYE, NAY, ABSTAIN, ABSENT. Rows include E. Ramsay, C. Taylor, D. Timmerman, G. Ostrum Jr., and B. Laury with checkmarks in the AYE column.

✓ Indicates Vote

Department Initials MP

I, **Kelly A. Hannigan, CFO** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available and are contained in the **OFFICIAL BUDGET** of the County of Salem.



Kelly A. Hannigan, CFO

AMOUNT: \$12,000.00	DATE: 4/5/23
ACCOUNT # G-02-41-756-23N-303 and NAME: Enhancing Local Public Health Infrastructure	
FOR: Health and Human Services	
VENDOR: Public Health Foundation	



1300 L Street, NW/ Suite 800
Washington DC, 20005
202.218.4400 (phone)
202.218.4409 (fax)
www.phf.org

Technical Assistance and Training Agreement

This Technical Assistance and Training Agreement ("Agreement") is being entered into by and between the Public Health Foundation ("Consultant") 1300 L Street, NW, Suite 800, Washington, DC, 20005 and the Salem County Health and Human Services ("Client") 110 5th St, Suite 500, Salem, NJ 08079.

1. Work to be performed.

Consultant will conduct Workforce Development Planning Support per the Scope of Work described in Exhibit A.

2. Compensation.

Client shall pay Consultant a fixed-price of \$12,000.00 as total compensation for the work described in Exhibit A. Consultant will invoice Client half upon fully execution of this agreement for \$6000.00 and half upon completion of the work for \$6000.00. Payment shall be made within 30 days from the date of the invoice.

3. Term.

This Agreement is effective on April 1, 2023 ("Effective Date") and will terminate on June 30, 2023 ("Termination Date"). Either Party may terminate the Agreement upon 30 days written notification. Upon either Party's termination, any uncommitted funds previously delivered to Consultant will be returned to Client after all commitments and liabilities have been satisfied and any services provided by Consultant through the Termination Date will be billed to and paid by Client. Either Party may terminate this Agreement for cause, default, or negligence at any time without advance written notice. The terminating Party may, at its option, allow the defaulting party a reasonable time to cure the default before termination.

4. Independent Contractor Relationship. Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state, or any other employee payroll taxes.

5. General Provisions.

5.1 Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the District of Columbia. Both parties agree to comply with all applicable laws, rules and regulations of any government or governmental body having jurisdiction.

5.2 Entire Agreement and Modification. This Agreement constitutes the full and entire understanding and agreement of the Parties hereto with regard to the subjects hereof and supersede all prior agreements and understandings, written or oral, between the Parties with respect to the subjects hereof. This Agreement may not be amended except by written agreement between all Parties. In the event of a conflict between this Agreement and the terms

and conditions of any other legal instrument, the terms and conditions of this Agreement shall prevail and be binding upon the Parties.

5.3 Indemnification. Both Parties agree to defend, indemnify and hold harmless either Party and each of its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses directly or indirectly, wholly or partially, arising from or in connection with any act or omission of the Client or Consultant or its employees or agents in providing, applying for or accepting the Agreement except to the extent that such claims, liabilities, losses or expenses arise from the intentional misconduct of either Party.

5.4 No Agency Relationship. Neither Party is an employee, agent, partner, or joint venturer of the other. Neither Party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Agreement.

5.5 Insurance. Each Party will maintain general liability insurance and workers compensation insurance; and may be required to provide the other Party with satisfactory evidence of such coverage. Neither Party will provide individual coverage for the other Party's employees, with each party being responsible for coverage of its employees.

5.6 Scope of Work Outcomes. All materials resulting from this agreement shall be in the public domain. Client will have no current or future commercial rights and/or intellectual property rights relating to any product or service emerging from the proposed Scope of Work.

5.7 Notices. Any communication required to be given by either Party to this Agreement shall be in writing and shall be sent by email, hand delivered or sent by USPS mail, or by confirmed facsimile transmission to the addresses below or such other address as either Party may specify to the other.

Public Health Foundation

Valerie Usher, CFO
1300 L Street, N.W., Suite 800
Washington, DC 20005
Phone: (202) 218-4403
Email: yusher@phf.org

Name Of Client

Salem County Health & Human Services
110 5th St, Suite 500
Salem, NJ 08079
Phone: 856-935-7510 Ext. 8480
Email: Marianne.Pankok@salemcountynj.gov

5.8 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

Organization Name:

Public Health Foundation

Name & Title:

Name & Title:

Valerie Usher, CFO

Signature:

Signature:

Date:

Date:

Exhibit A

Scope of Work

Competency Webinar & Introduction to Workforce Development Planning:

The Public Health Foundation (PHF) will conduct a 60-minute webinar that describes and discusses use of the Core Competencies for Public Health Professionals (Core Competencies) by health departments and the use and benefits of a Workforce Development Plan.

Workforce Development Planning Survey:

PHF will draft and provide a survey link, to be completed by all employees electronically. The survey, to be distributed by the Health Department, will request information about the public health workforce and training needs, assist with prioritizing relevant Core Competencies, and other relevant topics for workforce development planning. This information will be provided by PHF in summary format to be used to help with planning and prioritizing.

Workforce Development Virtual Planning Session:

- Two-hour virtual training workshop to be provided by PHF.
- Content will focus broadly on facilitating the prioritization of goals for workforce development, training needs and strategies for meeting these needs, leadership commitment for addressing workforce development needs, and action planning.
- PHF will also provide guidance on addressing requirements for a Workforce Development Plan.
- Information from this session can be used to contribute to the development of a workforce development action plan.

Coaching & Facilitation:

20 additional coaching/technical assistance hours to be used at the discretion of the Health Department on its Workforce Development Plan. Hours can be used to write portions of the Workforce Development Plan. These hours are to be used within 90 days of the effective date of the agreement.