Agenda

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

MINUTES

Approval of the **December 29, 2025** and **January 2, 2026** regular meeting minutes.

PROCLAMATIONS

P-1 Proclamation Honoring the Kingsway High School Field Hockey Team Fourth Consecutive 2025 South Jersey Group IV Champions and 2025 NJSIAA Group IV State Champions. (Previously presented by Deputy Director Jim Jefferson)

P-2 Proclamation Honoring Head Baseball Coach Robert Valli for Achieving his Third Consecutive NJCAA Division III World Series Title. (Previously presented by Commissioner Joann Gattinelli)

P-3 Proclamation in Recognition of Connor Becker for Achieving the Rank of Eagle Scout. (Previously presented by Commissioner Tom Bianco)

P-4 Proclamation in Grateful Recognition of Dedicated Public Service presented to Mayor Carolyn King-Sammons. (Previously presented by Commissioner Chris Konawel)

PUBLIC PORTION

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION — DIRECTOR DIMARCO, DEPUTY DIRECTOR JEFFERSON

A-1 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE OF SOUTH JERSEY, GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY, GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT, AND THE COUNTY FOR A FIVE-YEAR TERM.

This Resolution authorizes a Shared Services Agreement with Rowan College of South Jersey, Gloucester County Institute of Technology, Gloucester County Special Services School District, and the County for a five-year term. This agreement establishes a coordinated and unified Education Campus Security Services program to enhance safety, security, emergency preparedness, and regulatory compliance across participating educational institutions within Gloucester County.

A-2 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH REHAB CLINICS (SPT) D/B/A NOVACARE REHABILITATION.

This Resolution authorizes the County to exercise its option to extend the contract with Rehab Clinics (SPT), Inc. *d/b/a* NovaCare Rehabilitation for pre-placement/post offer comprehensive functional employment testing, fitness for duty screenings and functional capacity evaluations for County employees, as per PD-24-002, for a two-year term from January 1, 2026 to December 31, 2027, in an amount not to exceed $50,000.00 per year.

A-3 RESOLUTION AUTHORIZING 2025 APPROPRIATION RESERVE BUDGET TRANSFERS.

This Resolution authorizes 2025 reserve budget transfers in accordance with N.J.S.A. 40A:4-59, which provides that all unexpended balances carried forward after the close of the year are available (until lapsed at the close of the succeeding year), to meet specific claims, commitments or contracts incurred during the preceding fiscal year, and allows transfers to be made from the unexpended balances which are expected to be insufficient during the first three (3) months of the succeeding year.

A-4 RESOLUTION APPROVING THE BILL LISTS FOR THE MONTH OF JANUARY, 2026.

This Resolution approves the bill lists submitted by the County Treasurer for the current month, and includes ratification of emergency payments made by the Division of Social Services. Upon approval, the Treasurer will be authorized to render payment to vendors set forth on the lists.

A-5 RESOLUTION AUTHORIZING GOVDEALS ONLINE AUCTIONS TO SELL CERTAIN COUNTY SURPLUS PROPERTY VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FOR THE CALENDAR YEAR 2026.

This Resolution authorizes the use of Gov Deals Online Auctions to sell certain County surplus property via the Sourcewell National Cooperative Pricing System, as per GovDeals Sourcewell contract number 012821-GDI, from January 1, 2026 to December 31, 2026.

A-6 RESOLUTION AUTHORIZING THE LEASING OF COPY MACHINES FROM RICOH USA, INC. AND T&G INDUSTRIES, INC. VIA STATE CONTRACTS FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED $150,000.00 EACH.

This Resolution authorizes the lease of copy machines, maintenance and supplies as needed by various County departments from Ricoh USA, Inc. and T&G Industries, Inc. via State Contracts from January 1, 2026 to December 31, 2026 in an amount not to exceed $150,000.00 each.

A-7 RESOLUTION AUTHORIZING THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT VIA STATE CONTRACTS PURSUANT TO N.J.S.A. 40A:11-12 FOR CALENDAR YEAR 2026.

This Resolution authorizes the purchase of materials, supplies and equipment for the County of Gloucester via New Jersey State contracts under the State's Cooperative Purchasing Program, in accordance with N.J.S.A. 40A:11-12 for calendar year 2026, which will alleviate the need for public bidding.

A-8 RESOLUTION AUTHORIZING PURCHASES FROM WEST PUBLISHING CORPORATION VIA STATE CONTRACT FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED $35,000.00.

This Resolution authorizes purchases from West Publishing Corporation, via State Contract Numbers 40691 and 20-TELE-12558, of law books, legal forms and using fees for access services regarding Web-based investigative and locator data used by the County Prosecutor's Office, the Office of County Counsel, and other various County

departments from January 1, 2026 to December 31, 2026, in an amount not to exceed $35,000.00.

A-9 RESOLUTION AUTHORIZING PURCHASES FROM W. B. MASON COMPANY, INC. VIA STATE CONTRACT FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED $190,000.00.

This Resolution authorizes the purchase of office supplies and equipment as needed by the County from W.B. Mason Company, Inc. via State Contract Number 24-COMG-78752, from January 1, 2026 to December 31, 2026 in an amount not to exceed $190,000.00.

A-10 RESOLUTION AUTHORIZING AN AMENDMENT TO THE SHARED SERVICES AGREEMENT WITH THE COUNTY OF CAMDEN FOR THE PROVISION OF WEIGHTS AND MEASURES SERVICES.

This Resolution authorizes an amendment to the Shared Services Agreement previously entered into with the County of Camden for the provision of weights and measures services in order to clarify terms.

DEPARTMENT OF HEALTH & HUMAN SERVICES

DEPUTY DIRECTOR JEFFERSON
COMMISSIONER WENG

B-1 RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH GLASSBORO PUBLIC SCHOOLS.

This Resolution authorizes an amendment to a contract with Glassboro Public Schools to increase the contract by $19,000.00, resulting in an amount not to exceed $35,000.00, from January 1, 2026 through December 31, 2026.

B-2 RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO DIRECT CONTRACT WITH CLAYTON PUBLIC SCHOOLS FOR JUVENILE SERVICES FROM JANUARY 1, 2026 TO DECEMBER 31, 2026.

This Resolution authorizes a direct contract with Clayton Public Schools through the Youth Services Commission to provide an Alternative High School Program and Summer Credit Recovery Program, in an amount not to exceed $25,000.00.

B-3 RESOLUTION AUTHORIZING A ONE-YEAR EXTENSION TO A SHARED SERVICES AGREEMENT WITH ROWAN UNIVERSITY, ROWAN COLLEGE OF SOUTH JERSEY, AND THE COUNTY FROM JANUARY 1, 2026 TO DECEMBER 31, 2026.

This Resolution authorizes an amendment for a one-year extension to a shared services agreement with Rowan University and Rowan College of South Jersey, from January 1, 2026 to December 31, 2026. This amendment extends the enhanced partnership and consortium with the mission of enhancing the well-being of the community through coordinated, comprehensive, and compassionate prevention, intervention, treatment and recovery for individuals impacted by substance use disorder and co-occurring mental health conditions.

B-4 RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO CONTRACTS FOR VARIOUS PROGRAMS AND SERVICES, FOR A TERM OF THREE YEARS FROM JANUARY 1, 2026 TO DECEMBER 31, 2028, WITH THE OPTION TO EXTEND FOR TWO (2) ONE (1) YEAR TERMS.

This Resolution authorizes contracts through RFP-25-053, for various programs and services as follows:

a. **Center for Family Services, Inc.,** in an amount not to exceed $20,000.00 per year, to provide outpatient treatment and intensive outpatient treatment utilizing NJSAMs, abuse services, prevention/education due to homeless and abuse, and Together Youth Shelter.

b. **Maryville, Inc.,** in an amount not to exceed $377,500.00 per year, to provide five service categories:
   1. Residential Treatment, in an amount not to exceed $25,000.00 per year
   2. Detoxification Services, in an amount not to exceed $12,500.00 per year
   3. Outpatient Treatment, in an amount not to exceed $40,000.00 per year
   4. Sober Living/Oxford House, in an amount not to exceed $250,000.00 per year
   5. Suboxone Treatment, in an amount not to exceed $50,000.00 per year.

c. **New Hope Integrated Behavioral Health Care**, in an amount not to exceed $24,500.00 per year, to provide three service categories:
   1. Residential Treatment, in an amount not to exceed $8,000.00 per year
   2. Detoxification Services, in an amount not to exceed $8,500.00 per year
   3. Halfway House Continuing Care, in an amount not to exceed $8,000.00 per year.

d. **Pinnacle Treatment Centers NJ-III, LLC dba Delaware Valley Medical, Inc.,** in an amount not to exceed $22,500.00 per year, to provide methadone detoxification and/or maintenance program.

e. **The Wounded Healer, Inc. dba My Friends House Family Counseling**, in an amount not to exceed $25,000.00 per year, to provide outpatient and intensive outpatient treatment, transportation, and treatment augmentation services.

B-5 RESOLUTION AUTHORIZING A LICENSE AGREEMENT AND EXTENSION OF THE CONTRACT TERM WITH MEDICAT, LLC TO NOVEMBER 9, 2030.

This Resolution authorizes a software service agreement with Medicat, LLC and extends the termination date to November 9, 2030, relative to the Medicat Medical Records Database Program used by the County Health Department that links to Rowan Wellness Center and Rowan Medicine.

B-6 RESOLUTION AUTHORIZING A PURCHASE FROM ALLIED UNIVERSAL SECURITY SERVICES VIA STATE CONTRACT FROM JANUARY 1, 2026 TO MAY 31, 2026 IN AN AMOUNT NOT TO EXCEED $270,000.00.

This Resolution authorizes the purchase of armed security services from Allied Universal Security Services via State Contract 19-GNSV1-00840, for availability at the County's Health Department, the Division of Social Services, and the Budd Boulevard location to ensure the safety and well-being of employees and clients.

B-7 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CME ASSOCIATES.

This Resolution authorizes an amendment to the contract with CME Associates for unforeseen additional Septic System Plan Reviews, as per RFP-25-007, thereby increasing the original contract in an amount not to exceed $12,000.00 and resulting in a new total contract amount not to exceed $182,000.00 through December 31, 2025.

B-8 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS SERVICE PROVIDERS FROM JANUARY 1, 2026 TO DECEMBER 31, 2026.

This Resolution authorizes the execution of 16 contracts with various service providers for the provision of senior citizen programs and services from January 1, 2026 to December 31, 2026. The contracts are funded through the State Area Plan Grant and conditioned upon available 2026 APC funding from the New Jersey Division of Aging Services to the County Division of Senior Services.

B-9 RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FROM FEBRUARY 1, 2026 TO JANUARY 31, 2027 IN AN AMOUNT NOT TO EXCEED $75,000.00.

This Resolution authorizes the purchase of New Jersey Transit bus passes for a one-year period for use by clients of the County Division of Social Services, as per the NJ Division of Family Development Instruction Number 07-7-2 and pursuant to N.J.A.C. 10:90-5.4, which requires County agencies to make transportation services available to eligible WFNJ/GA/TANF recipients.

B-10 RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE AND RELATIVE SUPPLIES FROM QUADIENT, INC. VIA STATE CONTRACT FROM FEBRUARY 1, 2026 TO JANUARY 31, 2027 IN AN AMOUNT NOT TO EXCEED $150,000.00.

This Resolution authorizes the purchase of postage and postage supplies for use by the Division of Social Services from Quadient, Inc. via State Contract Number A41267, for a one-year term from February 1, 2025 to January 31, 2026, in an amount not to exceed $150,000.00.

B-11 RESOLUTION AUTHORIZING ALL NECESSARY STATE-MANDATED PAYMENTS FROM THE DIVISION OF SOCIAL SERVICES "ASSISTANCE ACCOUNT" AS REQUIRED BY THE STATE TEMPORARY ASSISTANCE TO NEEDY FAMILIES AND FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAMS.

This Resolution authorizes the County Division of Social Services to make all necessary payments from its "Assistance Account" on an as-needed basis to fulfill the County's obligations under the Work First New Jersey, Temporary Assistance to Needy Families Program (TANF) and the Supplemental Security Income Program (SSI).

B-12 RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN MOTELS FOR CODE BLUE PLACEMENTS FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AGGREGATE AMOUNT NOT TO EXCEED $79,250.00

Resolution authorizes contracts with (**1**) Nap, Inc. *t/a* Mayfair Motel, (**2**) Shree Jai Ganesh Corp. *t/a* Primrose Motel, (**3**) Williamstown Properties, LLC, Pike Inn, (**4**) Liberty Bell Motel, and (**5**) Impu, Inc. *d/b/a* Motel 6 for emergency shelter and motel placements during a Code Blue Emergency or Heat Advisory for individuals that are homeless, as per RFP-26-009, at an amount not to exceed $15,850.00 each for a term of one (1) year.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS — **COMMISSIONER BIANCO**
COMMISSIONER GATTINELLI

C-1 RESOLUTION AUTHORIZING A CONTRACT WITH PROPHOENIX CORPORATION FOR $385,588.26.

This Resolution authorizes a contract with ProPhoenix Corporation for the purchase of annual maintenance & support including but not limited to HERE Map Annual Subscription, (6) New Jersey Fire Code Books Updated, Phoenix Annual Maintenance and Support- CAD, RMS, Mobile, Fire RMS; WDA App Server Licensing; ComTekk Toner Interface; and Text2Dispatch Interface for $385,588.26. C.A.F. No. 26-00199 has been obtained to certify funds.

C-2 RESOLUTION AUTHORIZING A PURCHASE FROM MOTOROLA SOLUTIONS, INC., THROUGH STATE CONTRACT FOR $599,055.22.

This Resolution authorizes a purchase from Motorola Solutions, Inc. for an annual maintenance subscription, Astro System Essential Package, for the Gloucester County Office of Emergency Response through State Contract #83909, from January 1, 2026 to December 31, 2026, for $599,055.22. C.A.F. No. 26-00197 has been obtained to certify funds.

C-3 RESOLUTION AUTHORIZING A CONTRACT WITH STORAGE ENGINE, INC. FROM DECEMBER 29, 2025 TO DECEMBER 28, 2026 FOR A TOTAL AMOUNT OF $54,800.00.

Resolution authorizes a proprietary contract with Storage Engine, Inc. for annual license fees and maintenance on the County's proprietary Laserfiche Electronic Document Management System, including the Laserfiche Server, Laserfiche SQL Server and the Laserfiche Web Server. This system allows the County to deploy the latest upgrades, patches and technical support required to ensure the Laserfiche platform is optimized. C.A.F. Number 26-00173 was obtained to certify funds.

DEPARTMENT OF EDUCATION & ECONOMIC DEVELOPMENT

COMMISSIONER GATTINELLI
COMMISSIONER BIANCO

DEPARTMENT OF LAW & JUSTICE

COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

E-1 RESOLUTION AUTHORIZING PAYMENTS DUE TO MOTOROLA SOLUTIONS, INC. FOR A TOTAL AMOUNT OF $46,020.00.

This Resolution authorizes payments due to Motorola Solutions, Inc. pertaining to the annual licenses required for Video manager EL/ Body Worn Cameras and Video manager EL/ In-Car Video Systems used by the Sheriff's Office, for a total amount of $46,020.00. C.A.F. Numbers 25-09738 ($23,010.00) and 25-09373 ($23,010.00) were obtained to certify funds.

DEPARTMENT OF PUBLIC WORKS, LAND & PROPERTY

COMMISSIONER WENG
DEPUTY DIRECTOR JEFFERSON

F-1 RESOLUTION AUTHORIZING PAYMENT TO ALL RISK, INC. FOR EMERGENCY REMEDIATION IN THE AMOUNT OF $185,945.44.

This Resolution authorizes the payment of $185,945.44 to All Risk, Inc. for emergency remediation and repair services to the 1st and 2nd floor administrative area of the County Jail facility for extensive flood damage occurring on October, 6, 2025, pursuant to CAF No. 25-00912. The County has been fully reimbursed by the insurance carrier for this severe flood damage.

F-2 RESOLUTION AUTHORIZING A PURCHASE FROM PITNEY BOWES, INC. VIA STATE CONTRACT FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED $150,000.00.

This Resolution authorizes the purchase of postage, equipment maintenance, rental and supplies from Pitney Bowes, Inc. through State Contract #41258 from January 1, 2026 to December 31, 2026 in an amount not to exceed $150,000.00.

F-3 RESOLUTION AUTHORZING CONTRACTS TO GREAT AMERICAN GAS & ELECTRIC, LLC AND UGI ENERGY SERVICES FOR SUPPLY AND DELIVERY OF NATURAL GAS SERVICES FROM DECEMBER 1, 2025 TO NOVEMBER 30, 2028.

This Resolution authorizes contracts with Great American Gas & Electric, LLC and UGI Energy Services for supply and delivery of natural gas services to County facilities served through PSE&G and South Jersey Gas utilities, pursuant to bids received through South Jersey Power Cooperative, from December 1, 2025 to November 30, 2028. These contracts lock-in the fixed basis upcharge delivery costs. The total contract price for natural gas supply and delivery will include the above fixed rate delivery charge, plus the natural gas commodity cost set under a monthly NYMEX settlement formula, plus New Jersey sales and use taxes for a total yearly amount not to exceed $250,000.00 with

American Gas & Electric, LLC and $290,000.00 with UGI Energy Services, as per Bid Group pricing.

F-4 RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE CONTRACT WITH REMINGTON & VERNICK ENGINEERS.

This Resolution authorizes a second amendment to the contract with Remington & Vernick Engineers pertaining to intersection improvements at Mullica Hill Road/US Rt 322 and Joseph Bowe Blvd/Harvard Road in the Borough of Glassboro (Rowan Downtown Section), known as Engineering Project #18-16. This amendment is necessary due to additional services required for relocation of the east basin to the southerly side of Mullica Hill Road, thereby increasing the contract by $15,600.00, resulting in a new total contract amount of $552,780.50 through completion of the Project. C.A.F. Number 20-01938 was obtained to certify funds.

F-5 RESOLUTION AUTHORIZING PURCHASES FROM CUMBERLAND TIRE CENTER, INC. VIA STATE CONTRACT FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED $100,000.00.

This Resolution authorizes purchases from Cumberland Tire Center, Inc. via State Contract 25-FLEET-82627, of tires, tubes and services including maintenance and repair for police vehicles, passenger vehicles, light duty trucks, medium, and heavy-duty trucks, buses and industrial equipment as needed by the County from January 1, 2026 to December 31, 2026 in an amount not to exceed $100,000.00.

F-6 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH FIRST QUALITY, INC. T/A COTTMAN TRANSMISSION FROM DECEMBER 20, 2025 TO DECEMBER 19, 2027 IN AN AMOUNT NOT TO EXCEED $25,000.00 PER YEAR.

This Resolution authorizes the County to exercise its option to extend the contract with First Quality, Inc. *t/a* Cottman Transmission for a two-year term from December 20, 2025 to December 19, 2027, regarding transmission overhauls as needed for County automobiles and trucks as set forth in PD-24-001, in an amount not to exceed $25,000.00 per year.

F-7 RESOLUTION AUTHORIZING PURCHASES FROM MONTAGE ENTERPRISES, INC. VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FROM JANUARY 21, 2026 TO JANUARY 20, 2027 IN AN AMOUNT NOT TO EXCEED $60,000.00.

This Resolution authorizes purchases from Montage Enterprises, Inc. via the Sourcewell National Cooperative Pricing System, of various parts and repairs for lawn and grounds equipment as needed by the Division of Fleet Management.

F-8 RESOLUTION AUTHORIZING CHANGE ORDER NO. 1-FINAL TO INCREASE THE CONTRACT WITH RICHARD E. PIERSON CONSTRUCTION CO., INC.

This Resolution authorizes Change Order No. 1-Final to increase the contract with Richard E. Pierson Construction Co., Inc. by $63,090.65 regarding resurfacing and safety improvements to Elk Road (CR 538) between Bridgeton Pike (SR 77) and Hardingville Road (CR 609), and to Ferrell Road (CR 616) between Bridgeton Pike (SR 77) and Elk Road (CR 538) in the Township of Elk, known as Engineering Project #21-20. This increase is necessary due to adjustments in the contract quantities, resulting in a new total contract amount of $1,512,344.92. C.A.F. Number 25-04207 was obtained to certify funds.

DEPARTMENT OF GOVERNMENT SERVICES

COMMISSIONER KONAWEL
COMMISSIONER DESILVIO

G-1 RESOLUTION AUTHORIZING A CONTRACT WITH COLORSOURCE, INC. FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED $800,000.00.

The Resolution authorizes a contract with ColorSource, Inc. to provide election materials, including insertion/mailing of Vote by Mail Ballots, Provisional Ballots, Sample Ballots, and Envelopes for the 2026 General Election Cycle and Primary Election, from January 1, 2026 to December 31, 2026, in an amount not to exceed $800,000.00.

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

Adjournment

Minutes

Call to Order

Salute to the Flag

Open Public Meetings Statement - *Pursuant to the Open Public Meetings Act, I hereby announce that adequate notice of this meeting has been provided, as required by said Act, which notice was filed with the County Clerk, posted in the vestibule of the County Courthouse and sent to the Courier Post and South Jersey Times on January 8, 2025.*

Roll Call

	Present	Absent
Commissioner Konawel	X	
Deputy Director Jefferson	X	
Commissioner Gattinelli	X	
Commissioner DeSilvio	X	
Commissioner Weng	X	
Commissioner Bianco	X	
Director DiMarco	X	

Changes to the Agenda

MINUTES

Approval of the **December 17, 2025** regular meeting minutes.

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson	X		X			
Commissioner Gattinelli			X			
Commissioner DeSilvio					X	
Commissioner Weng		X	X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

PROCLAMATIONS

PUBLIC PORTION

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

MOTION TO OPEN TO THE PUBLIC

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson	X		X			
Commissioner Gattinelli			X			
Commissioner DeSilvio			X			
Commissioner Weng		X	X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

MOTION TO CLOSE PUBLIC PORTION

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson	X		X			
Commissioner Gattinelli			X			
Commissioner DeSilvio			X			
Commissioner Weng		X	X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION — **DIRECTOR DIMARCO, DEPUTY DIRECTOR JEFFERSON**

56292 RESOLUTION AUTHORIZING 2025 BUDGET TRANSFERS.

MOTION TO APPROVE RESOLUTION 56292

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson	X		X			
Commissioner Gattinelli			X			
Commissioner DeSilvio			X			
Commissioner Weng		X	X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES — **DEPUTY DIRECTOR JEFFERSON, COMMISSIONER WENG**

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS — **COMMISSIONER BIANCO, COMMISSIONER GATTINELLI**

56293 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF MONROE FOR THE DEVELOPMENT AND CONSTRUCTION OF EMERGENCY MEDICAL SERVICES STATIONS.

MOTION TO APPROVE RESOLUTION 56293

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson			X			
Commissioner Gattinelli		X	X			
Commissioner DeSilvio			X			
Commissioner Weng			X			
Commissioner Bianco	X		X			
Director DiMarco			X			

Comments: N/A

DEPARTMENT OF EDUCATION & ECONOMIC DEVELOPMENT

COMMISSIONER GATTINELLI
COMMISSIONER BIANCO

56294 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH BENEVATE, INC. DBA NEIGHBORLY SOFTWARE FROM DECEMBER 28, 2025 TO DECEMBER 26, 2026 FOR $20,160.00.

56295 RESOLUTION AUTHORIZING AGREEMENTS WITH SEVEN NONPROFIT AGENCIES FOR PUBLIC SERVICE PROJECTS, FROM SEPTEMBER 1, 2025 TO AUGUST 31, 2026.

MOTION TO APPROVE RESOLUTIONS 56294 AND 56295

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson			X			
Commissioner Gattinelli	X		X			
Commissioner DeSilvio			X			
Commissioner Weng			X		R.56295	
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

DEPARTMENT OF LAW & JUSTICE

COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

DEPARTMENT OF PUBLIC WORKS, LAND & PROPERTY

COMMISSIONER WENG
DEPUTY DIRECTOR JEFFERSON

56296 RESOLUTION ESTABLISHING A PUBLIC HEARING DATE OF FEBRUARY 18, 2026 REGARDING PROPOSED ACQUISITION BY THE COUNTY OF BLOCK 356.26, LOT 3, ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF WEST DEPTFORD, WITH OPEN SPACE PRESERVATION TRUST FUNDS.

56297 RESOLUTION AUTHORIZING PURCHASES FROM CAMPBELL FOUNDRY COMPANY VIA STATE CONTRACT FOR A TOTAL AMOUNT OF $21,147.60.

MOTION TO APPROVE RESOLUTION 56296 and 56297

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson		X	X			
Commissioner Gattinelli			X			
Commissioner DeSilvio			X			
Commissioner Weng	X		X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

COMMISSIONER KONAWEL
COMMISSIONER DESILVIO

Old Business
New Business: Commissioner DiSilvio discussed the status of the Director's position for the Department of Veterans Affairs.

Public Portion (time limit of five (5) minutes per person)

Motion to open the meeting to the public

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson	X		X			
Commissioner Gattinelli			X			
Commissioner DeSilvio			X			
Commissioner Weng		X	X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

Motion to close the meeting to the public

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson	X		X			
Commissioner Gattinelli			X			
Commissioner DeSilvio			X			
Commissioner Weng		X	X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

Adjournment

Motion to adjourn

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson	X		X			
Commissioner Gattinelli			X			
Commissioner DeSilvio			X			
Commissioner Weng		X	X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

Time: 12:10 p.m.

340th ANNUAL REORGANIZATION MEETING MINUTES
OF THE BOARD OF COUNTY COMMISSIONERS
FRIDAY, JANUARY 2, 2026
6:00 p.m.

Laurie J. Burns, Clerk of the Board called the meeting to order at 6:05 p.m.

Open Public Meeting Act Notice
Pursuant to the Open Public Meetings Act, I hereby announce that adequate notice of this meeting has been provided, as required by said Act, which notice was filed with the County Clerk, posted in the vestibule of the County Courthouse and sent to the Courier Post and South Jersey Times on December 18, 2025.

Invocation by Commissioner Jim Jefferson

Pledge of Allegiance, led by the Clerk of the Board.

National Anthem, sung by Michael Jones.

Introduction of Honored guests.

Clerk of the Board, Laurie J. Burns, reads a letter certifying the election of Frank J. DiMarco and Thomas Bianco to the Board of County Commissioners of the County of Gloucester.

Introduction, by the Clerk of the Board, of newly re-elected ***County Commissioner Frank J. DiMarco,*** escorted by his wife Marlene, their son Frank Jr. and his grandson Frank III, who will also hold the Bible.

Introduction of Stephen M. Sweeney for the swearing-in ceremony of Commissioner-elect Frank J. DiMarco.

Swearing-in of ***Commissioner-elect Frank J. DiMarco***.

Introduction, by the Clerk of the Board, of newly elected ***County Commissioner Thomas Bianco,*** escorted by his wife Lynn Bianco, son David and his wife Kathy, daughter Katie and her husband Chris and grandchildren Simone and Ethan. Lynn will hold the Bible.

Introduction of Stephen M. Sweeney for the swearing-in ceremony of Commissioner-elect Thomas Bianco.

Swearing-in of ***Commissioner-elect Thomas Bianco.***

ROLL CALL OF THE 2026 BOARD OF COUNTY COMMISSIONERS

	Present	Absent
Commissioner Konawel	X	
Commissioner Gattinelli	X	
Commissioner Jefferson	X	
Commissioner DeSilvio	X	
Commissioner Weng	X	
Commissioner Bianco	X	
Commissioner DiMarco	X	

Nomination, for a ***Director of the Board of County Commissioners*** for the year 2026***.***

Commissioner Jim Jefferson nominated Commissioner Frank J. DiMarco as Director of the Board of County Commissioners for the year 2026 and Commissioner Matt Weng seconded the motion. Commissioner DiSilvio then nominated Commissioner Gattinelli and Commissioner Konawel seconded the motion. Roll call was taken in the order that nominations were made and is reflected below.

MOTION NOMINATING FRANK J. DIMARCO AS DIRECTOR OF THE BOARD OF COMISSIONERS FOR THE YEAR 2026.

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel				X		
Commissioner Gattinelli			X			
Commissioner Jefferson	X		X			
Commissioner DeSilvio				X		
Commissioner Weng			X			
Commissioner Bianco		X	X			
Commissioner DiMarco					X	

The oath of office of the ***Director of the Board of County Commissioners***, was administered by Congressman Donald Norcross.

Director DiMarco called for Nominations, for a ***Deputy Director of the Board of County Commissioners*** for the year 2026***.***

Commissioner Matt Weng nominated Commissioner Jim Jefferson as Deputy Director of the Board of County Commissioners for the year 2026 and Commissioner Joann Gattinelli seconded the motion. No other nominations were made. Roll call vote was taken and is reflected below.

MOTION NOMINATING JIM JEFFERSON AS DEPUTY DIRECTOR OF THE BOARD OF COMISSIONERS FOR THE YEAR 2026.

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Commissioner Gattinelli			X			
Commissioner Jefferson	X				X	
Commissioner DeSilvio			X			
Commissioner Weng			X			
Commissioner Bianco		X	X			
Commissioner DiMarco			X			

The oath of office of the ***Deputy Director of the Board of County Commissioners***, was administered by Stephen M. Sweeney.

Congressman Donald Norcross was asked to say a few words.

Director DiMarco gave his Annual Address.

Comments by ***Commissioners were made on the record. Commissioner Konawel had asked that his written statement be made part of the record but due to his mentioning of pending litigation in addition to the minutes only reflecting a summary of the meeting a copy of Commissioner Konawel's written statement will not be included. On OPRA request may be filed to obtain said written statement.***

RESOLUTIONS

As Re-Organization is generally a ceremonial first meeting of the year, it has always been handled as a Consent Agenda. Even though this is a Consent Agenda, any Commissioner may vote YES for all or certain resolutions, or NO for all or certain resolutions, or Abstain from any resolutions due to a conflict, in addition, a resolution can be pulled from the consent agenda and asked to be heard separately.

Commissioner Konawel objected to a consent agenda stating he had questions on every resolution. Discussion ensued and County Counsel Campo advised that this would be inconsistent with the Rules of the Board and that specific items need to be identified to remove said items from a Consent Agenda. Counsel then advised the Director to call for a Motion to proceed with a Consent Agenda for Resolutions 56298 through 56351 by consent. Deputy Director called for a motion to proceed with a Consent Agenda for Resolutions 56298 through 56351

by consent. Commissioner Matt Weng seconded the motion. Commissioner Nick DeSilvio asked to pull Resolution #56351 from the consent agenda. Director DiMarco pulled the aforementioned resolution from consent agenda to be voted on separately.

MOTION TO APPROVE RESOLUTIONS VIA CONSENT AGENDA

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel				X		
Commissioner Gattinelli			X			
Deputy Director Jefferson	X		X			
Commissioner DeSilvio				X		
Commissioner Weng			X			
Commissioner Bianco		X	X			
Director DiMarco			X			

56298 **RESOLUTION** adopting the ***Rules of the Board*** for the year 2026.

56299 **RESOLUTION** adopting ***Commissioner Assignments*** for the year 2026.

56300 **RESOLUTION** adopting the ***2026 Regular Meeting Schedule*** for the Gloucester County Board of County Commissioners. This is to comply with the notice provisions set forth in N.J.S.A. 10:4-9(a).

56301 **RESOLUTION** establishing the ***official newspapers*** for the County of Gloucester for the year 2026. The ***South Jersey Times***, ***Courier Post*** and the ***Sentinel of Gloucester County***.

56302 **RESOLUTION** fixing a fee to be paid by members of the public for receiving personal notice of meetings pursuant to the Open Public Meetings Act. Any person may request that a public body mail to him or her copies of any regular meeting schedule upon prepayment by such person of a reasonable sum, if any has been fixed by resolution of the public body to cover the costs of providing such notice.

56303 **RESOLUTION** designating ***Gloucester County Qualified Purchasing Agent***, ***Kimberly A. Larter*** as Gloucester County's Public Agency Compliance Officer as required by the New Jersey Administrative Code Section 17:27-3.2 for calendar year 2026. The Public Agency Compliance Officer (hereinafter "PACO") shall specifically perform the duties prescribed in New Jersey's affirmative action rules and ensuring the County's compliance with these rules. The PACO also performs any other liaison and assistance functions as may be requested by the New Jersey Department of the Treasury, Division of Contract Compliance.

56304 **RESOLUTION** authorizing and approving the ***Temporary Budget*** for the year 2026. This resolution is mandated by N.J.S.A. 40A:4-19 to fund the first quarter of 2026 until the 2026 County Budget is adopted.

56305 **RESOLUTION** authorizing ***Emergency Temporary Appropriations***. This is authorized by N.J.S.A. 40A:4-20. This resolution is needed to fund programs in the first quarter of 2026 in excess of the normal 26.25% limit. Most of the costs involved are grants for which we receive 100% authorization in the beginning of the year and it is impractical to only approve a portion of the grant. This is a normal yearly occurrence.

56306 **RESOLUTION** adopting a ***Cash Management Plan*** pursuant to N.J.S.A. 40A:5-14, et seq. N.J.S.A. 40:5-14 requires every local unit to adopt a cash management plan by majority vote annually. The Chief Financial Officer of the unit is charged with administering the plan.

56307 **RESOLUTION** establishing **Gloucester County employee salary ranges** and fixing compensation with associated titles for non-union employees for the year 2026.

56308 RESOLUTION authorizing **modification of County Fees for 2026.** This Resolution authorizes the modification of various fees charged by the County for programs and services for the year 2026 for the Departments of EMS, Health and Pitman Golf Course.

56309 RESOLUTION authorizing a contract with ***Parker McCay, P.A.*** for professional Bond Counsel and other legal services from January 1, 2026 to December 31, 2026, in an amount not to exceed $325,000.00.

56310 RESOLUTION authorizing a contract with ***Brown & Connery, LLP*** for professional Labor Counsel and other legal services from January 1, 2026 to December 31, 2026, in an amount not to exceed $500,000.00.

56311 RESOLUTION authorizing a contract with ***Acacia Financial Group***, ***Inc.*** for professional Financial Advisor services from January 1, 2026 to December 31, 2026, in an amount not to exceed $50,000.00.

56312 RESOLUTION authorizing a contract with ***Law Office of John Alice*** for legal services for the County Adjuster's Office from January 1, 2026 to December 31, 2026, in an amount not to exceed $35,000.00.

56313 RESOLUTION authorizing a contract with ***Law Office of John Alice*** for legal counsel for the County Division of Social Services from January 1, 2026 to December 31, 2026, in an amount not to exceed $80,000.00.

56314 RESOLUTION authorizing a contract with ***CME Associates*** for professional engineering services regarding the 2026 septic/well system plan reviews in an amount not to exceed $175,000.00.

56315 RESOLUTION authorizing contracts with ***Bach Associates, PC*** and ***Joseph F. McKernan Jr. Architects and Associates, LLC*** for professional architectural services from January 1, 2026 to December 31, 2026 in an amount not to exceed $275,000.00 each.

56316 RESOLUTION authorizing a contract with ***Bowman & Company, LLP*** for accounting and other related services related to the 2026 calendar year County Welfare Agency Audit from January 1, 2026 to December 31, 2026 in an amount not to exceed $66,850.00.

56317 RESOLUTION appointing a pool of engineers for the county for project management, construction inspection, environmental services and/or other unspecified projects for the calendar year January 1, 2026 to December 31, 2026.

56318 RESOLUTION reappointing **Eric M. Campo** as **County Counsel** for the County of Gloucester from **January 1, 2026 to December 31, 2028** and authorizing an employment contract.

56319 RESOLUTION appointing members to the ***Agriculture Development Board.***

- West Jay Kandle
- Michael Visalli
- Russell Marino

56320 RESOLUTION appointing members to the ***Animal Shelter Advisory Committee.***

- Dr. Sabra Olsen, DVM

56321 RESOLUTION appointing members to the ***Gloucester County Commission for Women***.

- Gail Slimm
- Marguerite Stubbs
- Beverly Ranton Wellons
- Mary Jane Love
- Lisa Cerny
- Jacqueline Williams
- Samira Davis
- Toni Jones Johnson
- Wendi Miller

56322 RESOLUTION appointing members, a Chairman and Vice Chairman to the ***Gloucester County Construction Board of Appeals***.

- Robert DeAngelo, Chair
- Mark Brunermer
- Joseph Heitman, Vice Chairman

56323 RESOLUTION appointing representatives to the ***Delaware Valley Regional Planning Commission***.

- Nick Cressman
- Commissioner Weng, 1st Alternate.

56324 RESOLUTION appointing members to the ***Disabilities Advisory Council***.

- Ramon Casanova (ACT)
- Joan Clark
- Bryan Miller
- Kimberly Quigley
- Theresa Rohlfing
- Carol Weinhart
- Lisa Conley
- Jodi Coates
- Lisa Cerny
- OEM Representatives (2)
- Rowan School of Medicine Representative
- Division of Vocational Rehabilitation
- GCSSSD Representative
- Workforce Development Director

56325 RESOLUTION appointing members to the ***Diversity, Equity and Inclusion Advisory Board***.

- Human & Special Services Director
- GCIT Superintendent
- RCSJ President
- County Superintendent of Schools
- Rafael Muniz
- Michelle Baylor
- Roy Dawson

56326 RESOLUTION appointing members to the ***Emergency Management Council***.

- Emergency Management Coordinator
- Health Department Representative
- Public Works Dept. Liaison
- Public Information Officer
- Economic Development Director
- GC Hazardous Materials Resp. Unit
- Division of Social Services Representative
- Sheriff's Office/designee
- County Counsel/designee
- County Fire Marshal
- Mark Chapman, Inspira Medical Systems
- Pat Robinson, Paulsboro Refining Co.
- Red Cross Director
- Dep. Emergency Mgmt. Coordinator
- Division of Human and Special Services Representative
- County Medical Examiner
- County EMS Chief
- County Prosecutor/designee
- Commissioner Liaison
- Hazmat Mitigation Officer
- County Mental Health Administrator
- County Fire Services Director
- County Fire Coordinator

56327 RESOLUTION reappointing ***Assistant Fire Marshals*** for the County of Gloucester.

- Dan Hauss
- Steven Smith
- Jake Hughes

56328 RESOLUTION appointing a member to the ***Gloucester County Housing Authority***.

- Dan Reed

56329 RESOLUTION appointing members to the ***Human Services Advisory Council***.

- Joan Dillon
- Luanne Hughes

56330 RESOLUTION appointing a member to the ***Gloucester County Improvement Authority.***

- B.J. Heinz

56331 RESOLUTION appointing members as the ***Gloucester County Insurance Commission Representatives***.

- County Counsel
- George Hayes, Alternate

56332 RESOLUTION appointing members to the ***Gloucester County Excess Liability Fund***.

- Timothy Sheehan
- County Counsel, Alternate

56333 RESOLUTION appointing members to the ***County Interagency Coordinating Council for Children***.

- Rudolph Aikens
- Tracy Hilliker Mauriello
- Bethany Vega
- Joseph Jacob
- NJ4S V-15 Program Supervisory Representative
- Director Family Support Org.
- McKinney-Vento Liaison
- Director Gloucester County CMO/liaison
- Director Mobile Response/liaison

56334 RESOLUTION appointing a member to the ***Library Commission***.

- Darlene Vondran

56335 RESOLUTION appointing members to the ***Local Advisory Committee on Alcohol and Drug Abuse*** (LACADA).

- William Dougherty
- Gail Slimm
- Charles Sarlo
- C. Laverne McGirt
- Colleen Thomas
- Wendy Rutecki
- Prosecutor's Office Representative
- Superintendent of Schools Representative

56336 RESOLUTION appointing members to the ***Local Citizens Advisory Board of Transportation***.

- Nick Cressman
- Cadie DiGiambatista
- Robert Dazlich
- Carol Weinhardt
- Jackie Huston
- NJ Transit Representative

56337 RESOLUTION appointing members to the ***Mental Health Board.***

- Gloucester County Warden
- Suzanne Smith
- Rowan School of Osteopathic Med. Rep.

56338 RESOLUTION appointing Gloucester County members to the ***New Jersey Association of Counties***.

- Commissioner Jim Jefferson
- Commissioner Matt Weng - 1st alternate
- Commissioner Thomas Bianco - 2nd alternate

56339 RESOLUTION appointing a **Deputy OEM Coordinator** for the County pursuant to N.J.S.A. APP.A:9-42.1b.

- Brittany Sullivan

56340 RESOLUTION appointing a member to the ***Planning Board***.

- John Robinson
- Anna Marie Rosato
- Ryck Signor

56341 RESOLUTION appointing members to the ***Police Academy Advisory Committee***.

- Director of Emergency Response
- Civilian Member (Louis J. Butler)
- Chairperson/Civilian Member (Steven Pfeiffer)
- Glou. Co. Police Chief's Assoc. (Chief Matt Brenner)
- Glou. Co. Police Chief's Assoc. (Chief Thomas Ryan)
- Glou. Co. Police Chief's Assoc. (Chief Gary Kille)
- Prosecutor's Office designee
- Sheriff's Office designee
- Sheriff's Office designee
- Rowan College of South Jersey Representative
- Glou. Co. Police Academy Director
- Glou. Co. Police Academy Training Coord.
- Glou. Co. Prosecutor
- VP of Workforce Development-RCSJ
- Commissioner Liaison
- Commissioner Director

56342 RESOLUTION appointing members to the ***Rowan College of South Jersey Board of Trustees Search Committee***.

- Colleen Collins
- Edward Munin
- Phillip Tartaglione
- Genevieve Witt
- Jaclyn Krachun.

56343 RESOLUTION appointing members to the ***Senior Services Advisory Board***.

- Lin Tenaglia
- Constance Fentress
- Lacy Haynicz
- Wilma Nagtegaal
- Jacquelyn Love
- Wayne Swanson, Sr.
- Patricia Raggio
- Dennis Dittmar
- Carolyn H. Wallace
- President of Glou. Co. Senior Citizen Org.
- Rep. of Glou. Co. Nutrition Council

56344 RESOLUTION appointing members to the ***Solid Waste Advisory Council***.

- Eric Agren
- Scott Norcross
- Matthew J. Olejarski
- Joseph Marino
- Dale Miller
- Eric M. Campo
- Karen Jost
- Beth Christensen

- Commissioner Liaison to Public Works

56345 RESOLUTION appointing members to the ***South Jersey Regional Film Cooperative***.

- Economic Development Director
- John Burzichelli
- Michelle Shirey
- Commissioner Joann Gattinelli

56346 RESOLUTION appointing members to the ***Gloucester County Utilities Authority***.

- Frank Cianci
- Daniele Spence

56347 RESOLUTION appointing members to the ***Advisory Board for the County Veteran's Cemetery***.

- Commissioner Director
- Commissioner Liaison
- Commander, GC Vet Advisory Board
- Director of Veteran's Affairs
- Supervisor of Internment

56348 RESOLUTION appointing members to the ***Voting Accessibility Advisory Committee***.

- Board of Elections - 4 members
- Commissioner Director
- Lynn McClintock
- Lisa Cerny
- Superintendent of Elections
- Bernadette Forward
- County Administrator

56349 RESOLUTION appointing members to the ***Workforce Development Board***.

- Janet Garraty- Business Consultant
- Mitch McEntee- Business Member
- Anthony DeFabio-CBO/Labor
- President RCSJ
- Brigette Satchell - Education/Workforce
- Susan Heiken - Education/Workforce
- Janea Wilson - Education/Workforce - One Stop Career Ctr
- Stacey Smith - Education/Workforce-DVRS
- Stephen Hart - Education/Workforce-Title I-One Stop Career Ctr
- Economic Development Director
- Kenneth Barnshaw - Business Member
- Fred Keating - Education/Workforce
- Lauren Seery

36350 RESOLUTION appointing members to the ***Gloucester County Youth Services Commission.***

- Sonia Decencio
- Gerald Hodges

- Kenneth Ridinger
- Jennifer Rodriquez
- James Sampson
- County Prosecutor Representative
- DCF/DCP&P Representative
- Presiding Judge of Family Part
- Commissioner Director Representative
- Assistant Family Division Manager Representative
- Vicinage Chief Probation Officer Representative
- County Mental Health Administrator
- Superintendent of Schools Representative
- Superintendent of GCIT Representative
- Division of Human and Disability Service Director
- Associate VP of Together Youth Shelter
- Detention Center Director Representative
- Family Crisis Unit Representative
- Director of Addiction Services
- Workforce Development Representative
- County Public Defender Representative
- Law Enforcement Representative

MOTION TO APPROVE RESOLUTIONS 56298 THROUGH 56351 WITH THE EXCEPTION OF RESOLUTION 56351.

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel						
Commissioner Gattinelli			X			
Deputy Director Jefferson	X		X			
Commissioner DeSilvio			X	R.56314	R.56309	
Commissioner Weng			X			
Commissioner Bianco		X	X			
Director DiMarco			X			

Comments: **During roll call Commissioner Konawel again objected to the consent agenda, but did not identify any specific resolutions he wanted pulled from the Consent Agenda. Roll call voted continued and Commission Konawel did not submit a vote to this motion. Votes reflected above.**

56351 **RESOLUTION** appointing **Stephen M. Sweeney** as **Administrator** for the County of Gloucester effective immediately and authorizing a five (5) year employment contract.

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel						
Commissioner Gattinelli			X			
Deputy Director Jefferson	X		X			
Commissioner DeSilvio				X		
Commissioner Weng			X			
Commissioner Bianco		X	X			
Director DiMarco			X			

Comments: **A motion was made by Deputy Director Jim Jefferson to appoint Stephen M. Sweeney as Administrator. Commissioner Matt Weng seconded the motion. Commissioner Nick DeSilvio had questions regarding the hiring process and the salary of the new administrator. Discussion ensued and after debate was held, a roll call vote was taken. Commissioner Konawel did not submit a vote. Roll call vote continued and the motion passed 5-1 as reflected above**.

Clerk of the Board read the director's appointments into the record.

Director's Appointments

- Director DiMarco is appointed Liaison to the Improvement Authority, The Housing Authority, The Utilities Authority, The Board of School Estimates for GCIT/SSSD and the Board of School Estimates for Rowan College of South Jersey (RCSJ);

- Deputy Director Jefferson is appointed Liaison to the Board of School Estimates for GCIT/SSSD, The Disabled Advisory Council, The Diversity, Equity and Inclusion Advisory Board, The Human Services Advisory Council, The Local Advisory Committee on Alcohol and Drug Abuse, The Local Citizens Advisory Board of Transportation, The Gloucester County Mental Health Board, and The Youth Services Commission;

- Commissioner Gattinelli is appointed Liaison to The Board of School Estimates for GCIT/SSSD and the Board of School Estimates for Rowan College of South Jersey (RCSJ); the Commission for Woman and The Gloucester County Chamber of Commerce;

- Commissioner Weng is appointed Liaison to the Agriculture Development Board.

- Commissioner Bianco is appointed Representative to Main Street Woodbury; and

- Nick Cressman is appointed Representative to the Southern New Jersey Resource Conservation & Development Council.

Benediction **by Deputy Director Jim Jefferson**

MOTION TO ADJOURN

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel				X		
Commissioner Gattinelli			X			
Deputy Director Jefferson	X		X			
Commissioner DeSilvio			X			
Commissioner Weng			X			
Commissioner Bianco		X	X			
Director DiMarco			X			

Meeting adjourned.

Time: 7:20 p.m.

Gloucester County
Board of Commissioners
Proclamation

HONORING
THE KINGSWAY HIGH SCHOOL FIELD HOCKEY TEAM
FOURTH CONSECUTIVE
2025 SOUTH JERSEY GROUP IV CHAMPIONS
2025 NJSIAA GROUP IV STATE CHAMPIONS

WHEREAS, *it is the desire of the Gloucester County Board of Commissioners to pay special tribute to the* ***2025 Kingsway High School Field Hockey Team*** *for winning their fourth consecutive South Jersey Group IV Championship and NJSIAA Group IV State Championship; and*

WHEREAS, *the* ***Kingsway High School Dragon Field Hockey Team*** *delivered an extraordinary 2025 season, capturing both the South Jersey Group IV Championship and the NJSIAA Group IV State Championship—marking their fourth consecutive state title and securing a historic four-peat with a 4-1 win over Phillipsburg.; and*

WHEREAS, *the members of the* ***Kingsway High School Field Hockey Team*** *are* ***Seniors:*** *Abigail Baker, Sophie Brown, Isabella Sanchez, Juliana Verrilli* ***Juniors:*** *Lila Archer, Maya Kuminka, Gabriella Pinto, Reese Samra* ***Sophomores:*** *Alyssa Aimis, Alexandra Beety, Hayden Ford, Lindsey Gill, Sienna Johnson, Elizabeth Maiers, Kelsea McIlhenney, Talia Pacitti, Keira Sciarrotta, Gabriela Verrilli* ***Freshmen:*** *Sophia Howe, Claire Hunter, Paige Oberg, Reagan Peddle, Cecelia Wyckoff* ***Managers:*** *Ava Prinz, Hayden Gibbs & Bianca Rieger; and*

WHEREAS, *under the capable guidance of Head Coach, Erin Bernat, Assistant Coaches Lana Lowry, Susan Massara & Meredith Wuzzardo have created an environment of determination, discipline, and excellence that has empowered these student-athletes to rise to the highest levels of competition.*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, Frank J. DiMarco, as Director, and on behalf of the 2025 Gloucester County Board of Commissioners, James B. Jefferson, Tom Bianco, Nicholas DeSilvio, Joann Gattinelli, Christopher Konawel and Matthew Weng* ***do hereby recognize the Kingsway Field Hockey Team on winning their fourth consecutive NJSIAA Group IV State Championship for its incredible 2025 championship season. The Board commends the athletes, coaches, and team managers for their hard work, sportsmanship, and unwavering commitment to excellence, and celebrates their place among the elite athletic programs in the State of New Jersey.***

IN WITNESS WHEREOF, *the Director and Clerk caused these presents to be executed and the seal of the County of Gloucester to be affixed this 10th day of December, 2025.*

Frank J. DiMarco
Director

James B. Jefferson
Deputy Director

Tom Bianco
Commissioner

Nicholas DeSilvio
Commissioner

Joann Gattinelli
Commissioner

Christopher Konawel
Commissioner

Matthew Weng
Commissioner

Attest:
Laurie J. Burns, Clerk of the Board

Gloucester County
Board of Commissioners
Proclamation

~ HONORING ~

Head Baseball Coach Robert Valli

For Achieving His Third Consecutive NJCAA Division III World Series Title

WHEREAS, *it is the desire of the Gloucester County Board of Commissioners to honor Rowan College of South Jersey's Head Baseball Coach Robert Valli for achieving his third consecutive NJCAA Division III World Series Title; and*

WHEREAS, *Coach Valli has been Rowan College of South Jersey's head coach from 2000 to 2005 and returning in August 2014 to present and has a record of 799 wins, averaging 35 wins per season. Under Coach Valli's guidance, Rowan College of South Jersey's baseball team has made 12 out of 13 trips to the NJCAA World Series; and*

WHEREAS, *Coach Valli a former major league baseball scout, is highly regarded for his players development, Valli has advanced 80 Players into professional baseball, including 7 Major Leaguers, along with 40 All-Americans and 2 National Players of the Year; and*

WHEREAS, *Coach Robert Valli a recent hall of fame inductee in 2025, serves as the Health Physical Education and Recreation program coordinator and has over 30 years of experience educating students. Coach Valli has worked at every level of baseball from youth to Major League and has entered his 24th season of collegiate baseball coaching, with over 20 years of head coaching experience.*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, Frank J. DiMarco, as Director, and on behalf of the 2025 Gloucester County Board of Commissioners, James B. Jefferson, Tom Bianco, Nicholas DeSilvio, Joann Gattinelli, Christopher Konawel and Matthew Weng do hereby honor RCSJ's Head Baseball Coach Robert Valli for achieving his third consecutive NJCAA Division III World Series Title.*

IN WITNESS WHEREOF, *the Board of Commissioners have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of December, 2025.*

Frank J. DiMarco
Director

James B. Jefferson
Deputy Director

Tom Bianco
Commissioner

Nicholas DeSilvio
Commissioner

Joann Gattinelli
Commissioner

Christopher Konawel
Commissioner

Matthew Weng
Commissioner

Attest:
Laurie J. Burns, Clerk of the Board

Gloucester County
Board of Commissioners
Proclamation

In Recognition of

Connor Becker

Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Commissioners would like to recognize **Connor Becker** for achieving the rank of Eagle Scout as a member of Boys Scouts of America, Troop 7151; and

WHEREAS, Connor began his scouting career in the First Grade, at the age of six, and progressed from Tiger Cub to Wolf, to Bear, and lastly to Webelos, attaining the Cub Scout's highest rank of Arrow of Light. He then crossed over into the Boys Scout Troop 7151, and earned the ranks of Scout, Tenderfoot, Second Class, First Class, Star, Life, and distinguished himself by earning the ***"Rank of Eagle Scout"*** the highest award offered by the Boy Scouts of America on October 23,2025; and

WHEREAS, Connor earned 36 Merit Badges, 21 of which are required for his Eagle Scout rank. He exhibited exceptional leadership skills throughout his time in the Scouts, serving in the positions of Assistant Patrol Leader and Patrol Leader (holding this position twice); and

WHEREAS, Connor has performed more than 100 hours of community service, camped 42 nights, and hiked 10 miles with his Troop. **Connor's** special achievements include, Totin Chip, Firem'n Chit, Cyber Chip and Outdoor Award; and

WHEREAS, Connor demonstrated outstanding commitment to public service by selecting as his Eagle Scout Project the design and construction of a pollinator garden at Lake Tract Elementary School in Deptford, New Jersey. This project beautified the school grounds while creating a meaningful outdoor learning space that supports science education by allowing students to observe pollinators and plant life in a real-world setting, and through extensive research, planning, and 55 hours of hands-on-work with the help of family, friends and fellow Scouts. **Connor** constructed three raised flower beds with fencing, mulched the enclosed area, and selected specific plants designed to attract butterflies and other pollinators. **Connor's** project embodies the mission of the Boy Scouts of America, empowering youth and young adults with the skills and values to reach their full potential and become responsible citizens in their communities.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2026 Gloucester County Board of Commissioners, James B. Jefferson, Tom Bianco, Nicholas DeSilvio, Joann Gattinelli, Christopher Konawel and Matthew Weng, **do hereby honor and recognize Connor Becker on the achievement of *"Rank of Eagle Scout"* and for his leadership and dedicated service to the community as a member of Boy Scouts of America Troop, 7151.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 21st day of January, 2026.

Frank J. DiMarco
Director

James B. Jefferson
Deputy Director

Tom Bianco
Commissioner

Nicholas DeSilvio
Commissioner

Joann Gattinelli
Commissioner

Christopher Konawel
Commissioner

Matthew Weng
Commissioner

Attest:
Laurie J. Burns, Clerk of the Board

IN GRATEFUL RECOGNITION OF DEDICATED PUBLIC SERVICE

MAYOR CAROLYN KING-SAMMONS

WHEREAS, the Gloucester County Board of Commissioners is proud to recognize Carolyn King-Sammons, the longest-serving female Mayor in Gloucester County, for her exceptional leadership and dedicated public service; and

WHEREAS, Ms. King-Sammons has been a resident of Elk Township for more than 25 years and has served her community with distinction since first being elected to the Township Committee in 2011, currently serving as Mayor; and

WHEREAS, she has provided valued leadership as liaison to the Recreation Committee and the Trico Joint Insurance Fund (JIF), and in 2025 became the first female President of the Gloucester County Mayor Association; and

WHEREAS, Carolyn King-Sammons is a devoted wife to her husband, Jonathan of more than 30 years, a proud mother to Samantha and Andrea, and a respected small business owner of Dominion Title Services in Bridgeton; and

WHEREAS, she has demonstrated long-standing civic involvement through over 20 years of service with the Bridgeton Area Chamber of Commerce; chairing the Government and Community Relations Board, and as past Vice President and Treasurer of the Woodland Country Day School Board;

NOW, THEREFORE, BE IT PROCLAIMED, that the Gloucester County Board of Commissioners does hereby honor Carolyn King-Sammons for her historic achievement, outstanding leadership, and lasting contributions to Elk Township and Gloucester County.

IN WITNESS WHEREOF, the Board of Commissioners have caused these presents to be executed and the seal of the County of Gloucester to be affixed this the 3rd day of January, 2026.

Frank J. DiMarco
Director

James Jefferson
Deputy Director

Joann Gattinelli
Commissioner

Nicholas DeSilvio
Commissioner

Matthew Weng
Commissioner

Christopher Konawel Jr.
Commissioner

Thomas Bianco
Commissioner

ATTEST: _____
Laurie J. Burns
Clerk of the Board

A-1

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE OF SOUTH JERSEY, GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY, GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT, AND THE COUNTY FOR A FIVE-YEAR TERM

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes counties to contract with other local units in shared service agreements, and Rowan College of South Jersey, Gloucester County Institute of Technology, and Gloucester County Special Services School District are educational instrumentalities of the State of New Jersey, as recognized as local units for contractual purposes; and

WHEREAS, the County of Gloucester is interested in entering into a shared services agreement with Rowan College of South Jersey, Gloucester County Institute of Technology, and Gloucester County Special Services School District to establish a coordinated and unified Education Campus Security Services program to enhance safety, security, emergency preparedness, and regulatory compliance across participating educational institutions within Gloucester County; and

WHEREAS, Rowan College of South Jersey is hereby designated as the Lead Agency and Fiscal Agent for the purposes of administering the agreement, including budgeting, financial management, contracting, and reporting; and

WHEREAS, the agreement shall have an initial term of five (5) years form the effective date.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute, and the Clerk of the Board is hereby authorized to attest to the execution of a Shared Services Agreement with Rowan College of South Jersey, Gloucester County Institute of Technology, and Gloucester County Special Services School District to effectuate the hereinabove purposes with an initial term of five years from the effective date; and

BE IT FURTHER RESOLVED, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the Shared Services Agreement authorized by this Resolution, provided that the Shared Services Agreement in final form is in substantially the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, January 21, 2026 at Woodbury, New Jersey.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

SHARED SERVICES AGREEMENT

By and Between

ROWAN COLLEGE OF SOUTH JERSEY

and

GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY

and

GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT

and

COUNTY OF GLOUCESTER

Dated: _____ __, 202_

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (referred to as "Agreement") commencing _____ __, **202_**, by and between the **ROWAN COLLEGE OF SOUTH JERSEY,** an educational instrumentality of the State of New Jersey (referred to as "RCSJ"), and **GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY**, an educational instrumentality of the State of New Jersey (referred to as "GCIT"), **GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT,** an educational instrumentality of the State of New Jersey (referred to as "GCSSSD"), **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey (referred to as "County"), (collectively, hereinafter, the "**PARTIES**"); and

RECITALS

1. RCSJ is an educational instrumentality of the State of New Jersey with offices located at 1400 Tanyard Road, Sewell, New Jersey 08080;

2. GCIT is an educational instrumentality of the State of New Jersey with offices located at 1360 Tanyard Road, Sewell, New Jersey 08080;

3. GCSSSD is an educational instrumentality of the State of New Jersey with offices located at 1340 Tanyard Road, Sewell, New Jersey 08080;

4. The County is a body politic and corporate of the State of New Jersey with administrative offices located at 2 S. Broad Street, Woodbury, NJ 08096;

3. N.J.S.A. 40A:65-1 et seq. authorizes counties to contract with other local units in shared service agreements, and RCSJ, GCIT, and GCSSSD are educational instrumentalities recognized as local units for contractual purposes;

4. The Parties are interested in a shared services agreement to establish a coordinated and unified Education Campus Security Services program to enhance safety, security, emergency preparedness, and regulatory compliance across participating educational institutions within Gloucester County.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, RCSJ, GCIT, GCSSSD, and the County do hereby agree as follows:

AGREEMENT

A. LEAD AGENCY AND FISCAL AGENT.

RCSJ is hereby designated as the Lead Agency and Fiscal Agent for the purposes of administering this Agreement, including budgeting, financial management, contracting, and reporting.

B. APPOINTMENT AND REPORTING STRUCTURE.

RCSJ shall appoint an Associate Vice President of Education Campus Security ("AVP") who shall:

- Be employed by RCSJ;
- Report directly to the Executive Vice President / Chief Operating Officer / Chief Financial Officer (EVP/COO/CFO) of RCSJ; and
- Serve as the senior security executive for the coordinated campus security program.

C. SCOPE OF SERVICES.

The AVP and the shared services program shall provide, coordinate, and oversee the following services for the participating Parties:

1. Campus security operations and coordination;
2. Emergency management planning, response, and continuity of operations;
3. Regulatory and compliance oversight, including Clery Act and related requirements, as applicable;
4. Development and delivery of training programs for security personnel and campus stakeholders;
5. Oversight and coordination of security-related technology systems, including access control, surveillance, and communications;
6. Policy development, risk assessment, and best-practice implementation across participating institutions.

D. COMPENSATION AND COST ALLOCATION.

1. **Salary**: The annual salary for the Associate Vice President of Education Campus Security shall be **$120,000.00**.
2. **Benefits**: Estimated benefits are **40%** of salary.
3. **Cost Allocation**: The total cost of salary and benefits shall be allocated **equally** among the Parties as follows:
   - Rowan College of South Jersey (RCSJ): **25%**
   - Gloucester County Institute of Technology (GCIT): **25%**
   - Gloucester County Special Services School District (GCSSSD): **25%**
   - County of Gloucester: **25%**

E. FINANCE AND PAYMENT.

1. RCSJ shall prepare and issue **quarterly invoices** to the participating Parties.
2. Payment shall be due within **thirty (30) days** of invoice receipt.
3. An **annual operating budget** for the shared services program shall be prepared by RCSJ and submitted for approval by the Parties.

F. DURATION OF AGREEMENT.

This Agreement shall have an initial term of five (5) years from the effective date. Upon one hundred eighty (180) days written notice to the other parties, any party may terminate this Agreement without cause.

G. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the RCSJ to GCIT, GCSSSD, and/or the County, this Agreement shall not be construed to delegate any authority other than the authority to perform the services described in this Agreement.

Neither RCSJ nor GCIT, GCSSSD, and/or the County intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of performing the obligations of RCSJ pursuant to the Agreement.

The parties recognize that currently there may be certain legal relationships existing between the parties with regard to other activities of the parties, and nothing in this Agreement shall be construed to be in derogation of those relationships.

H. INDEMNIFICATION

(a) Subject to the provisions of N.J.S.A. 59:1-1 et seq., New Jersey Tort Claims Act and the New Jersey Contractual Liability Acts, N.J.S.A. 59:13-1 et seq., RCSJ, GCIT, GCSSSD and the County at their own cost and expense, shall defend any and all such claims, suits, and actions which may be brought or asserted against them, the members of the Board or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend RCSJ, GCIT, GCSSSD, the County, and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

(b) The Parties agree as follows:

(i) RCSJ shall give an authorized GCIT, GCSSSD, and the County representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and GCIT, GCSSSD and/or the County shall give an authorized RCSJ representative prompt written notice of the filing of each such claim and the institution of each such suit or action; and

(ii) RCSJ shall not, without the prior written consent of GCIT, GCSSSD, and/or the County, adjust, settle or compromise any such claim, suit or action

with respect to the Program, and RCSJ and/or Rowan shall not, without the prior written consent of the County, adjust, settle or compromise any such claim, suit or action with respect to the campus security program.

I. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations, and other governmental requirements, which may apply to the performance of the services, described in this Agreement. Specifically, RCSJ will, in performing its services, comply with all applicable laws, rules, and regulations concerning the conduct of such soliciting, interviewing, and related services concerning consideration of employees for hire.

J. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should 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.

K. NO PERSONAL LIABILITY.

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 the RCSJ, GCIT GCSSSD, and the County, in his or her individual capacity, and neither the officers, agents or employees of RCSJ, GCIT, GCSSSD, and the County, 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.

L. MISCELLANEOUS.

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

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon RCSJ, GCIT, GCSSSD, and the County, and their respective successors and assigns.

3. **Severability.** 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.

4. **Counterparts.** 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.

5. **Entire Agreement.** 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.

6. **Further Assurances and Corrective Instruments.** The County, RCSJ, and Rowan shall execute, acknowledge and deliver, or cause to be executed, acknowledge and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the campus security program or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

8. **Non-Waiver.** 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.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity, and performance.

10. **Point of Contacts.**

Rowan College of South Jersey:
Rowan College of South Jersey
Office of the President
Dominick J. Burzichelli,
Executive VP & COO/CFO
1400 Tanyard Road
Sewell, New Jersey 08080

Gloucester County Institute of Technology:
Gloucester County Institute of Technology
1360 Tanyard Road
Sewell, New Jersey 08080

Gloucester County Special Services School District:
Gloucester County Special Services School District
1340 Tanyard Road
Sewell, New Jersey 08080

County of Gloucester:
County of Gloucester
Department of Administration
Michelle Coryell, Deputy County Administrator
2 South Broad Street
Woodbury, New Jersey 08096

M. EFFECTIVE DATE. This Agreement shall be effective on _____ __, 202_, which shall be considered the commencement date.

ATTEST:

_____

ROWAN COLLEGE OF SOUTH JERSEY

_____
Name:
Title:

REMAINING SIGNATURES FOLLOW IN COUNTERPARTS

ATTEST:

GLOUCESTER COUNTY
SPECIAL SERVICES SCHOOL DISTRICT

_____

Name:

_____

Name:
Title:

ATTEST:

GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY

Name:

Name:
Title:

ATTEST:

LAURIE BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

A-2

RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH REHAB CLINICS (SPT) D/B/A NOVACARE REHABILITATION

WHEREAS, by Resolution adopted January 24, 2024, the County of Gloucester awarded a contract to Rehab Clinics (SPT) *d/b/a* NovaCare Rehabilitation for the provision of medical services as per PD-024-002, which contract afforded the County an option to extend the contract for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County seeks to exercise its option to extend the contract for a two-year term from January 1, 2026 to December 31, 2027, in an amount not to exceed $50,000.00 per year; and

WHEREAS, the contractor will continue to be engaged on an as-needed basis, which does not obligate the County to make any minimum purchase or engage any service, and therefore, a Certificate of Availability of Funds is not required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that extension of the contract with Rehab Clinics (SPT) *d/b/a* NovaCare Rehabilitation is hereby authorized for a two (2) year term from January 1, 2026 to December 31, 2027, in an amount not to exceed $50,000.00 per year, and that the County's Qualified Purchasing Agent shall notify the Contractor of said extension; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____
FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____
LAURIE J. BURNS,
CLERK OF THE BOARD

A-3

RESOLUTION AUTHORIZING 2025 APPROPRIATION RESERVE BUDGET TRANSFERS

WHEREAS, the County Treasurer has recommended the following 2025 appropriation reserve budget transfers in the total amount of $829,000.00, as more particularly set forth herein; and

WHEREAS, the proposed 2025 appropriation reserve budget transfers have been reviewed by the County Administrator, and County Treasurer, who have given their approval of same, and are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey, specifically N.J.S.A. 40A:4-58 and N.J.S.A. 5-59.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Gloucester as follows:

1. The Board of Commissioners of the County of Gloucester hereby authorizes the following 2025 appropriation reserve budget transfers:

TRANSFER FROM

County Administrator - S&W	18,000.00
Board of County Commissioners - S&W	3,000.00
County Clerk - S&W	11,000.00
Financial Administration - S&W	70,000.00
Information Technology - S&W	10,000.00
Board of Taxation - S&W	4,000.00
County Assessor - S&W	5,000.00
County Counsel - S&W	7,000.00
Surrogate - S&W	3,000.00
Engineering - S&W	11,000.00
Economic Development - S&W	23,000.00
Liability Insurance - OE	30,000.00
Workman's Compensation Insurance - OE	10,000.00
Unemployment - OE	75,000.00
Emergency Response - S&W	30,000.00
Medical Examiner - S&W	17,000.00
Prosecutor - S&W	30,000.00
Corrections - S&W	15,000.00
Roads and Bridges - S&W	36,000.00
Buildings and Grounds - S&W	24,000.00
Buildings and Grounds - OE	25,000.00
Fleet Management - S&W	6,000.00
Medical Examiner - OE	44,000.00
Senior Services - S&W	25,000.00
Senior Services - OE	25,000.00
Human Services - S&W	37,000.00
Human Services - OE	57,000.00
Veterans Affairs - S&W	31,000.00
Animal Shelter - S&W	13,000.00
Family Support Services - OE	7,000.00
Juveniles in Need of Supervision	65,000.00
Parks and Recreation - S&W	5,000.00
Golf Course - S&W	11,000.00
Superintendent of Schools - S&W	3,000.00
Extension Services - S&W	5,000.00
Social Security - OE	28,000.00
Capital Purchases - OE	10,000.00
	$829,000.00

TRANSFER TO

Employee Group Insurance – OE	434,000.00
Electricity – OE	220,000.00
Natural Gas – OE	75,000.00
County Counsel - OE	100,000.00
	$829,000.00

2. A true copy of this Resolution shall be forwarded to the County Administrator and the County Treasurer upon adoption.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____
FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____
LAURIE J. BURNS,
CLERK OF THE BOARD

A-4

RESOLUTION APPROVING THE BILL LISTS
FOR THE MONTH OF JANUARY 2026

WHEREAS, the Board of County Commissioners of the County of Gloucester has received and reviewed the bill list for the County as prepared, reviewed, and approved by the County Treasurer for the monthly period ending January 16, 2026; and

WHEREAS, the County Division of Social Services has submitted their bill list, including daily payments made by the Division and Administrative payments to be issued, which list was reviewed and approved by the Division's Finance Officer and Director, and also reviewed and approved by the County Treasurer for the monthly period ending January 16, 2026.

NOW, THEREFORE, BE IT RESOLVED that the County's bill list for the period ending January 16, 2026, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Board of County Commissioners, and that the County Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the County Division of Social Services' bill list for the period ending January 16, 2026, which includes ratification of prior emergency payments made as prepared, reviewed and approved by the Division's Finance Officer and Director and the County Treasurer is hereby approved, and that the County Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____
FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____
LAURIE J. BURNS,
CLERK OF THE BOARD

A-5

RESOLUTION AUTHORIZING GOVDEALS ONLINE AUCTIONS TO SELL CERTAIN COUNTY SURPLUS PROPERTY VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FOR CALENDAR YEAR 2026

WHEREAS, N.J.S.A. 40A:11-36 permits the governing body to sell property no longer needed for public use, and the County of Gloucester ("County") from time to time seeks to sell certain surplus property no longer needed for public use; and

WHEREAS, the County desires to sell such surplus property through GovDeals Online Auctions via the Sourcewell National Cooperative Pricing System for calendar year 2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County's Qualified Purchasing Agent is authorized sell certain surplus property using GovDeals Online Auctions, via GovDeals Sourcewell contract number 012821-GDI, from January 1, 2026 to December 31, 2026, at no cost to the County.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____
FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____
LAURIE J. BURNS,
CLERK OF THE BOARD

A-6

RESOLUTION AUTHORIZING THE LEASING OF COPY MACHINES FROM RICOH USA, INC. AND T&G INDUSTRIES VIA STATE CONTRACTS FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED $150,000.00 EACH

WHEREAS, the County of Gloucester (hereinafter the "County") has the need to lease copy machines, inclusive of maintenance services and supplies, for use by County departments; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment via State Contract, without the need for public bidding; and

WHEREAS, it has been determined that the County can obtain said equipment, services and supplies from Ricoh USA, Inc. of 640 Freedom Business Drive, King of Prussia, PA 19406 via State Contract Numbers 40467, 25-COMG-99562 and 24-FOOD-52426 and from T & G Industries, Inc. of 951 Haddonfield Road, Suite 3A, Cherry Hill, NJ 08002 via State Contract Numbers 25-COMG-99562 and 24-FOOD-52426 from January 1, 2026 to December 31, 2026, in an amount not to exceed $150,000.00 each; and

WHEREAS, the equipment, supplies and services shall be for estimated units as needed, and is therefore open-ended, which does not obligate the County to make any minimum purchase or obtain any service, so that no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the leasing of copy machines, inclusive of maintenance services and supplies from Ricoh USA, Inc. and T&G Industries, Inc. is hereby authorized via State Contract Numbers 40467, 25-COMG-99562 and 24-FOOD-52426, from January 1, 2026 to December 31, 2026, in an amount not to exceed $150,000.00 each; and, that the County's Qualified Purchasing Agent is hereby authorized to execute all documents necessary for the aforementioned purpose on behalf of the County; and

BE IT FURTHER RESOLVED that prior to any lease made pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purpose and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

A-7

RESOLUTION AUTHORIZING THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT VIA STATE CONTRACTS PURSUANT TO N.J.S.A. 40A:11-12 FOR CALENDAR YEAR 2026

WHEREAS, pursuant to N.J.S.A. 40A:11-12 any contracting unit may, without advertising for bids, purchase materials, supplies and equipment, through the State of New Jersey (hereinafter "State") Cooperative Purchasing Program under any State contracts entered into by the State's Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the County of Gloucester is such a contracting unit and desires to purchase materials, supplies and equipment through such State contracts without the need for public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County's Qualified Purchasing Agent be, and is, hereby authorized to purchase materials, supplies and equipment for the County via State Contracts under the State's Cooperative Purchasing Program pursuant to N.J.S.A. 40A:11-12, and all other applicable statutes and regulations for the year 2026.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

A-8

RESOLUTION AUTHORIZING PURCHASES FROM WEST PUBLISHING CORPORATION VIA STATE CONTRACT FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED $35,000.00

WHEREAS, the County of Gloucester ("County") has a need for the purchase and supply of law books, legal forms and user fees for access services regarding Web-based investigative and locator data used by the County Prosecutor's Office, the Office of County Counsel, and other various departments; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of goods and services through State Contract, without the need for public bidding; and

WHEREAS, it has been determined that the County can purchase said goods and services from West Publishing Corporation, *a/k/a* Thomson Reuters/Thomson West or West Group with a mailing address of P.O. Box 64833, St. Paul, MN 55164-0833, via State Contract Numbers 40691 and 20-TELE-12558, from January 1, 2026 to December 31, 2026, in an amount not to exceed $35,000.00; and

WHEREAS, the contract is for estimated units or purchases on an as-needed basis which does not obligate the County to make any minimum purchase, so that no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchase and supply of law books, legal forms and user fees for access services regarding web-based investigative and locator data is hereby authorized from West Publishing Corporation *a/k/a* Thomson Reuters/Thomson West or West Group via State Contract Numbers 40691 and 20-TELE-12558, from January 1, 2026 to December 31, 2026, in an amount not to exceed $35,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase made pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

A-9

RESOLUTION AUTHORIZING PURCHASES FROM W.B. MASON COMPANY, INC. VIA STATE CONTRACT FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED $190,000.00

WHEREAS, the County of Gloucester ("County") has a need to purchase office supplies and equipment as needed by County departments; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of goods and services through State Contract, without the need for public bidding; and

WHEREAS, it has been determined that the County can purchase such supplies and equipment from W. B. Mason Company, Inc. of 151 Heller Place, Bellmawr, NJ 08031 via State Contract Number 24-COMG-78752, from January 1, 2026 to December 31, 2026, in an amount not to exceed $190,000.00; and

WHEREAS, the purchases shall be for estimated units on an as-needed basis, which does not obligate the County to make any minimum purchase and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchase of supplies and equipment from W. B. Mason Company, Inc. is hereby authorized via State Contract Number 24-COMG-78752, from January 1, 2026 to December 31, 2026 in an amount not to exceed $190,000.00; and, that the County's Qualified Purchasing Agent is hereby authorized to execute any documents necessary for the aforementioned purchases on behalf of the County; and

BE IT FURTHER RESOLVED that prior to any purchase made pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

A-10

RESOLUTION AUTHORIZING AN AMENDMENT TO THE SHARED SERVICES AGREEMENT WITH THE COUNTY OF CAMDEN FOR THE PROVISION OF WEIGHTS AND MEASURERS SERVICES

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 through 40A:65-35, authorizes local units to enter into a contract with any other local unit or units for the joint provision within their jurisdictions of any service which any party to the agreement is empowered to render; and

WHEREAS, by Resolution adopted on September 17, 2025, the County of Gloucester authorized a Shared Services Agreement with the County of Camden regarding the provision of Weights and Measures Services; and

WHEREAS, since execution of the Agreement, it has been determined that an amendment is necessary to include terms and conditions concerning relocation of a Gloucester County employee to a Camden County location.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that Director is hereby authorized to execute an Amendment to the Shared Services Agreement with the County of Camden relative to the provision of Weights and Measures Services and the terms concerning relocation of a Gloucester County employee to a Camden County location; and

BE IT FURTHER RESOLVED that all other terms and conditions of the Shared Services Agreement shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

AMENDED AGREEMENT
BY AND BETWEEN
THE COUNTY OF CAMDEN
AND
THE COUNTY OF GLOUCESTER

THIS AGREEMENT, authorized by Resolution adopted on December 11, 2025, entered in by and between the **County of Camden**, a body politic and corporate of the State of New Jersey with principal offices located at the Court House, 520 Market Street, Camden, 6th Floor, New Jersey 08102 (Camden County) and the **County of Gloucester**, having its principal place of business at 2 S. Broad Street, Woodbury, New Jersey 08096, (Gloucester County), hereby recites as follows:

WITNESSETH:

WHEREAS, by Resolution No. 35, adopted July 17, 2025, the Camden County Board of Commissioners authorized a Shared Services Agreement with the County of Gloucester, 2 South Broad Street, P.O. Box 337, Woodbury, New Jersey, for the provision of Weights and Measures Services, for a term of one-year (1) commencing on or about August 1, 2025, and ending July 31, 2026; and

WHEREAS the Shared Services Agreement must be amended to include that Camden County is indemnified for all related personnel actions, as Gloucester County requested to relocate an employee to a Camden County office location; and

WHEREAS the Shared Services Agreement must also be amended to include that Camden County has the authority to return said employee to Gloucester County's offices with 30 days' notice; and

WHEREAS all other terms and conditions of the original Resolution and Shared Services Agreement shall remain the same; and

WHEREAS, by resolution adopted December 11, 2025, the Board of Commissioners of the County of Camden authorized the execution of an amendment for this purpose; and

WHEREAS, it is the intent of the parties to modify the original Agreement; now, therefore,

IN CONSIDERATION of the mutual promises hereinafter expressed, the parties hereto agree as follows:

1. Gloucester County shall assume all risk of and responsibility for, agrees to indemnify, defend, and save harmless the County of Camden and its officials and employees from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this Agreement. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in this agreement.

2. Camden County has the authority to return said employee to Gloucester County's offices with 30 days' written notice.

All other obligations of the original agreement remain unchanged. A copy of this amended agreement shall be attached to all copies of the original Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the day and year mentioned on the face page of this agreement.

ATTEST:

KARYN GILMORE
CLERK OF THE BOARD

COUNTY OF CAMDEN

ROSS G. ANGILELLA
COUNTY ADMINISTRATOR

WITNESS:

LAURIE J. BURNS
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DiMARCO
COMMISSIONER, DIRECTOR

B-1

RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH GLASSBORO PUBLIC SCHOOLS

WHEREAS, on March 6, 2024, the County awarded a direct contract to Glassboro Public Schools and Woodbury Board of Education for juvenile services, from January 1, 2024 to December 31, 2026; and

WHEREAS, it is necessary to increase the contract with Glassboro Public Schools by $19,000.00, resulting in an amount not to exceed $35,000.00, from January 1, 2026 to December 31, 2026, and the increase will be pay for additional program hours during the contract term; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any services being rendered pursuant to the within contract, a Certificate of Availability, must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid; and

WHEREAS, all other terms and provisions of the original Contract that has not been amended herein shall remain in full force and effect.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the amendment with Glassboro Public Schools to increase the contract by $19,000.00, resulting in an amount not to exceed $35,000.00, from January 1, 2026 to December 31, 2026.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, January 21, 2026 at Woodbury, New Jersey.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

AMENDMENT TO CONTRACT
BETWEEN
GLASSBORO PUBLIC SCHOOLS
AND
COUNTY OF GLOUCESTER

THIS is an amendment to a contract entered into on the 6TH day of March, 2024, by and between **Glassboro Public Schools**, with offices at 202 Delsea Drive, Glassboro, New Jersey 08028, hereinafter referred to as **"Vendor"**, and the **County of Gloucester,** hereinafter referred to as **"County".**

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended to increase the contract amount for additional contract program hours provided by the Vendor during the contract term.

The Contract is amended to increase the contract amount by $19,000.00, resulting in an amount not to exceed $35,000.00, from January 1, 2026 to December 31, 2026.

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any services being rendered pursuant to the within contract, a Certificate of Availability, must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid; and

All other terms and provisions of the contract and conditions set forth therein shall remain in full force and effect.

THIS AMENDMENT is effective as of the _____ day of _____, 2026.

ATTEST:

_____
LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

_____
FRANK J. DIMARCO,
DIRECTOR

ATTEST:

_____

GLASSBORO PUBLIC SCHOOLS

_____
Name:
Title:

B-2

RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A DIRECT CONTRACT WITH CLAYTON PUBLIC SCHOOLS FOR JUVENILE SERVICES FROM JANUARY 1, 2026 TO DECEMBER 31, 2026

WHEREAS, the County of Gloucester has a need to offer essential programs within the schools for eligible residents of Gloucester County; and

WHEREAS, Clayton Public Schools would like to offer an alternative high school program and summer credit recovery program; and

WHEREAS, the Gloucester County Department of Health and Human Services recommends that the services be provided by Clayton Public Schools at Clayton Middle and High Schools located at 55 Pop Kramer Blvd., Suites B and A respectively, Clayton, New Jersey 08312, in an amount not to exceed $25,000.00, from January 1, 2026 to December 31, 2026; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any services being rendered pursuant to the within contract, a Certificate of Availability, must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board if hereby authorized to attest to the contract with Clayton Public Schools, in accordance with and pursuant to the proposal submitted, from January 1, 2026 to December 31, 2026, in an amount not to exceed $25,000.00; and

BE IT FURTHER RESOLVED, these services are provided on an as-needed basis and are therefore open-ended; prior to any service being rendered pursuant to the contract, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase; and identifying the line item in the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, January 21, 2026 at Woodbury, New Jersey.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CLAYTON PUBLIC SCHOOLS

THIS CONTRACT is made effective this 21st day of January, 2026, by and between the **COUNTY OF GLOUCESTER,** a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **CLAYTON PUBLIC SCHOOLS,** with offices at 350 E. Clinton Street, Clayton, New Jersey 08312, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the Contractor will use funding to provide an Alternative High School Program and Summer Credit Recovery Program at Clayton Middle School and Clayton High School; and

WHEREAS, this contract is awarded pursuant to and consistent with the fair and open provisions of the Gloucester County Administrative Code and pursuant to N.J.S.A. 40A:11-5(2); and

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be from January 1, 2026 to December 31, 2026.

2. **COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $25,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Contractor's proposal, which is incorporated by reference in its entirety and made a part of this Contract by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the County documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractora grees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

B. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

C. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

D. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

E. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE**. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ

such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

22. **CONTRACT PARTS.** This contract shall consist of this document and Contractor's proposal. If there is a conflict between this Contract or the proposal, then this Contract shall control.

THIS CONTRACT shall be effective the 21st day of January, 2026.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

_____

FRANK J. DIMARCO,
DIRECTOR

ATTEST:

CLAYTON PUBLIC SCHOOLS

_____

_____

Name:
Title:

B-3

RESOLUTION AUTHORIZING A ONE-YEAR EXTENSION TO A SHARED SERVICES AGREEMENT WITH ROWAN UNIVERSITY, ROWAN COLLEGE OF SOUTH JERSEY, AND THE COUNTY FROM JANUARY 1, 2026 TO DECEMBER 31, 2026.

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes counties to contract with other local units in shared service agreements, and Rowan College of South Jersey is an educational instrumentality of the State of New Jersey and Rowan University is a public research university within the system of higher education, as recognized as local unit for contractual purposes; and

WHEREAS, on February 19, 2025, the County of Gloucester authorized a shared services agreement with Rowan College of South Jersey and Rowan University for an enhanced partnership and consortium with the mission of enhancing the well-being of the community through coordinated, comprehensive, and compassionate prevention, intervention, treatment and recovery for individuals impacted by substance use disorder and co-occurring mental health conditions, from January 1, 2025 to December 31, 2025, with the option to renew for two (2) one (1) year terms, subject to available funding; and

WHEREAS, in the context of opioid settlement funding planning, this agreement is used to identify the areas in which prevention, intervention, treatment, and recovery can save live the most lives and the County of Gloucester is interested in developing a strategic opioid abuse response plan in line with the State of New Jersey initiatives; and

WHEREAS, all parties wish to extend the agreement for one year, through December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute, and the Clerk of the Board is hereby authorized to attest to the execution of an amendment to the Shared Services Agreement with Rowan College of South Jersey and Rowan University to effectuate the hereinabove purposes from January 1, 2026 to December 31, 2026, subject to available funding.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, January 21, 2026 at Woodbury, New Jersey.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

AMENDMENT TO SHARED SERVICES AGREEMENT
BETWEEN
COUNTY OF GLOUCESTER
AND
ROWAN COLLEGE OF SOUTH JERSEY
AND
ROWAN UNIVERSITY

THIS is an Amendment to a Shared Services Agreement originally entered into on the 19th of February, 2025, by and between the County of Gloucester, Rowan College of South Jersey, and Rowan University. In further consideration for the mutual promises made by and between the parties in the above-described Agreement, the parties hereby agree to amend the Shared Services Agreement as follows:

- **This Amendment exercises the option to renew for a one (1) year term, subject to available funding, from January 1, 2026 to December 31, 2026.**

All other terms and provisions of the Agreement and conditions set forth therein that are consistent with the original Shared Services Agreement and State requirements shall remain in full force and effect.

THIS AMENDMENT is effective as of the 21st day of January, 2026.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

FRANK J. DIMARCO,
DIRECTOR

ATTEST:

ROWAN COLLEGE OF SOUTH JERSEY

Name:

Name:
Title:

ATTEST:

ROWAN UNIVERSITY

Name:

Name:
Title:

B-4

RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO CONTRACTS FOR VARIOUS PROGRAMS AND SERVICES, FOR A TERM OF THREE YEARS FROM JANUARY 1, 2026 TO DECEMBER 31, 2028, WITH THE OPTION TO EXTEND FOR TWO (2) ONE (1) YEAR TERMS

WHEREAS, the County requested proposals, via RFP-25-053 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Center for Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103, made one of five of the most advantageous proposals, in an amount not to exceed $20,000.00, as there exists a need for the County to contract for the provision of outpatient treatment and intensive outpatient treatment utilizing NJSAMs, abuse services, prevention/education due to homeless and abuse, and Together Youth Shelter; and

WHEREAS, the evaluation, based on the established criteria, concluded that Maryville, Inc. with offices at 526 S. Burnt Mill Road, Voorhees, New Jersey 08043, made one of five of the most advantageous proposals, in an amount not to exceed $377,500.00 per year, as there exists a need for the County to contract for the provision of Residential Treatment, in an amount not to exceed $25,000.00 per year, Detoxification Services, in an amount not to exceed $12,500.00 per year, Outpatient Treatment, in an amount not to exceed $40,000.00 per year, Sober Living/Oxford House, in an amount not to exceed $250,000.00 per year, and Suboxone Treatment, in an amount not to exceed $50,000.00 per year; and

WHEREAS, the evaluation, based on the established criteria, concluded that New Hope Integrated Behavioral Health Care, with a mailing address of P.O. Box 66, Marlboro, New Jersey 07746, made one of five of the most advantageous proposals, in an amount not to exceed $24,500.00 per year, as there exists a need for the County to contract for the provision of Residential Treatment, in an amount not to exceed $8,000.00 per year, Detoxification Services, in an amount not to exceed $8,500.00, and Halfway House Continuing Care, in an amount not to exceed $8,000.00; and

WHEREAS, the evaluation, based on the established criteria, concluded that Pinnacle Treatment Centers NJ-III, LLC dba Delaware Valley Medical, Inc., with offices at 7980 South Crescent Boulevard, Pennsauken, New Jersey 08109, made one of five of the most advantageous proposals, in an amount not to exceed $22,500.00 per year, as there exists a need for the County to contract for the provision of methadone detoxification and/or maintenance program; and

WHEREAS, the evaluation, based on the established criteria, concluded that The Wounded Healer, Inc. dba My Friends House Family Counseling, with offices at 371 Glassboro Road, Woodbury Heights, New Jersey 08097, made one of five of the most advantageous proposals, in an amount not to exceed $25,000.00 per year, as there exists a need for the County to contract for the provision of outpatient and intensive outpatient treatment, transportation, and treatment augmentation services; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any services being rendered pursuant to the within contract, a Certificate of Availability, must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid; and

WHEREAS, the contracts shall be for estimated units of services, for a term of three years, from January 1, 2026 to December 31, 2028, with the option to extend for two (2) one (1) year terms.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board if hereby authorized to attest to the contracts for various programs for the citizens of Gloucester County, in accordance with and pursuant to proposals submitted, each for a period of three years from January 1, 2026 to December 31, 2028, with the option to extend for two (2)

one (1) year terms, to Center for Family Services, Inc., in an amount not to exceed $20,000.00 per year, Maryville, Inc., in an amount not to exceed $377,500.00 per year, New Hope Integrated Behavioral Health Care, in an amount not to exceed $24,500.00 per year, Pinnacle Treatment Centers NJ-III, LLC dba Delaware Valley Medical, Inc., in an amount not to exceed $22,500.00 per year, and The Wounded Healer, Inc. dba My Friends House Family Counseling, in an amount not to exceed $25,000.00 per year; and

BE IT FURTHER RESOLVED, these services are provided on an as-needed basis and are therefore open-ended; before any purchase is made, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase; and identifying the line item in the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, January 21, 2026 at Woodbury, New Jersey.

ATTEST: **COUNTY OF GLOUCESTER**

LAURIE J. BURNS,
CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR

CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
THE WOUNDED HEALER, INC.
DBA MY FRIENDS HOUSE FAMILY COUNSELING

THIS CONTRACT is made effective this 21ST day of January, 2026, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **PINNACLE TREATMENT CENTERS NJ-III, LLC DBA DELAWARE VALLEY MEDICAL,** with offices at 7980 South Crescent Boulevard, Pennsauken, New Jersey 08109, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there is a need by Gloucester County to contract for the provision of methadone detoxification and/or maintenance program; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be from January 1, 2026 to December 31, 2028, with the option to extend for two (2) one (1) year terms.

2. **COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in the Contractor's proposal, which was submitted in response to the County's Request for Proposal# 25-053. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $25,000.00 per year, contingent on the availability of grant funding.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP-25-053, and Contractor's responsive proposal, which are incorporated by reference in their entirety and made a part of this Contract, and Attachment A, B, C, D and Schedule I and II.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-25-053.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county

employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in RFP-25-053, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or

damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP-25-053 and Contractor's proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

THIS CONTRACT shall be effective the 21st day of January, 2026.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:	**COUNTY OF GLOUCESTER**
_____	_____
LAURIE J. BURNS, **CLERK OF THE BOARD**	**FRANK J. DIMARCO,** **DIRECTOR**
ATTEST:	**THE WOUNDED HEALER, INC.** **DBA MY FRIENDS HOUSE** **FAMILY COUNSELING**
_____	_____
	Name: **Title:**

ATTACHMENT A

The Wounded Healer, Inc. dba My Friend's House Family Counseling

PROGRAM SPECIFICATIONS AND BUDGET:

Services – Each Level of Service is to be determined as Need/Demand Presents- Total Not to Exceed $25,000.00

A) Outpatient and Intensive Outpatient Treatment; B) Transportation; and C) Treatment Augmentation Services

As applicable, services are defined Outpatient Treatment ASAM Level I, Intensive Outpatient ASAM Level II.1, Continuing Care Outpatient Treatment, and Assessment and Evaluation as defined by NJ Dept. of Human Services/Div. of Mental Health and Addiction Services (NJDHS/DMHAS) and included as a part of this Contract as Attachment D. Also, Licensing Standards of the NJDHS/DMHAS shall apply.

NOTE: These Funds Are Not to Be Used for Clients Who Meet Criteria for Funding Eligibility Through the NJ DMHAS-SJI Funding or Any Other of NJDMHAS' Fee-For-Service Initiative Funding Sources and/or when client is insured by Medicaid.

IMPORTANT: MAT-Medication Assisted Treatment Mandate: All services must include education, introduction and information on an optimal recovery from MAT (Medication Assisted Treatment) for Opioid Addicted clients. Also, services must include availability and/or referral and induction of same as desired by clients. MAT is nationally promulgated, by SAMHSA, as the Best Practice for Opioid Addicted clients per scientific and statistically proven research indicating MAT increases recovery rates by 70+ % and reduces rate of death by overdose through reduction of relapse episodes. NOTE: This MAT criterion is for Gloucester County DHS/Addiction Services Contracting and is being placed in all treatment, prevention, intervention and recovery support contracts.

1) **Outpatient Treatment –ASAM Level I and Intensive Outpatient Treatment – ASAM Level II.1 --**
Provide outpatient and intensive outpatient treatment services. Reimbursement will be made on a fee for service basis. Approximation of Targeted/ Services Dollars as Follows:
Breakdown of Outpatient as follows:
   a) Assessment/Evals----------$191.05/each client
   b) Intensive Outpt. Treatmt. (IOP)---------- $121.50 session
   c) Outpatient Treatmt. -Regular-(OP----------$30.50 session

The Wounded Healer, Inc. dba My Friend's House Family Counseling

Intensive Outpatient Treatment- Continued

d) Individual and Family Counseling---------- $104.95.00 session
e) Urine Drug/Alcohol Screening---------- $25.00 per screening

2) Transportation – Transportation Priority given to the NJ-DMHAS' SJI Eligible Persons

Priority to SJI Population transportation and reimbursement for the same is available on a limited basis for youth and young adults through the age of 24 through "South Jersey Initiative Transportation (SJI) Fund" (SJI client ages 13-24 years old) Also, limited reimbursement available for the General Population clients. To deliver transportation services according to target population needs as follows:

- 1st mile @ $4.55 ----------
  Additional miles @ $2.55 each mile--------
- Bus Tickets and Rideshare Services, as needed- cost not to exceed -$45 per round trip.

3) Treatment Augmentation Services:
May include but not limited to:

- Transportation to and from Levels of Care for Assessment and/ or Admission;
- Case Management assistance for needed Recovery Zone Services (i.e.: recovery housing, social services (welfare), location of food banks, facilitation of making medical, dental, legal appointments, etc.; Individual and Family Groups (those not already a part of Medicaid treatment), including Gambling recovery information assessments and referral;
- Tobacco and Nicotine recovery information assessment and referral; and
- Peer Recovery Support

ATTACHMENT B
Adopted from NJDMHAS' ANNEX A
for Gloucester County Department of Human Services
NJDMHAS/Gloucester County Contract Number: **26-530-ADA-0**

ATTACHMENT B -TO GLOUCESTER COUNTY AGENCY CONTRACTS

ADDITIONAL CONTRACTING INFORMATION REQUIREMENTS PER NJDHS/ DIV. OF MENTAL HEALTH AND ADDICTION SERVICES

NOTE: Attachment B is meant for your information to know our county contract and contracting compliance requirements per NJ DMHAS's Annex A, the primary funding source for our County's Addiction's Office Services Funding. NJ DMHAS's Annex A (now Attachment B) contain the required conditions which your agency must meet as a part of this contract as applicable. Any part will be regarded as applicable if there arises any question with/for the County's compliance with the NJDMHAS Grant funding.

The County Authority that provides direct services ("County") and all of its subcontracted providers shall adhere to all contractual requirements stipulated herein.

ANNEX A- For County and Contractors

Chapter 51 of the Public Laws, or P.L., of 1989 amended Chapter 531 of P.L 1983 that had established the Alcohol, Education, Rehabilitation and Enforcement Fund, or AEREF, as a non-lapsing, revolving fund "only [to] be distributed to the counties…pursuant to the formula set forth in section 5 of this [1983] act…to develop and implement an annual comprehensive plan for the treatment of alcoholics and drug abusers." Annex A establishes the requirements of a county government that seeks to receive an allotment of AEREF and state discretionary fund, or SDF, dollars. The requirements in the Annex A form a contract between the Division of Mental Health and Addiction Services (DMHAS), and the applicant county. The County Authority shall adhere to all contractual requirements stipulated herein.

Section I: Requirements of the County Authority
Not Applicable: Section I-A. "General Requirements" through Section D., "Additional Requirements of the County…"- not applicable to Contractors.

The following is applicable contractors: Section E

1. The County Authority shall report to DMHAS annually on the progress made towards implementing substance abuse prevention, early intervention, treatment and recovery support goals, objectives, strategic utilization of resources, and numbers of clients served. Progress reports shall be sent to the Director, Office of PREP in a format to be provided by same.

Section E. - #s 2 and 3. – Not Applicable to Contractors.

Section F - #s 1, 2, and 3. – Not Applicable to Contractors.

The following is applicable to Contractors: Section F. - #4

3. Evidence-based Programming Requirement In calendar year 2016, the county shall move
in the direction of using AEREF and SDF dollars to obtain and deploy evidence-based programs for all prevention, early intervention, treatment and recovery support services by the start of calendar year 2017.

Not Applicable: Section G. & H. – G. "Establishment of a Local Advisory" through Section H. "Unification Planning and Collaboration..."- not applicable to Contractors.

The following is applicable to Contractors: Section I- J. through Section 1-L. Numbers 1-8 H.

I. Solicitations of Third-Party Service Contractors

1. All treatment providers, without exception, shall be licensed by DHS-Office of Licensing to provide the contracted or subcontracted services at the time of entering into any contractual relationship with the County Authority.
2. All Contractors and Subcontractors and county-operated programs funded under this
contract shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* that establish standards for licensure of substance abuse treatment facilities.
3. All Contractors and Subcontractors and county-operated programs funded under this
contract shall comply with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education, examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and alcohol addiction related disorders.
4. The County Authority shall develop and maintain a formal process for soliciting, receiving
and reviewing competitive proposals or bids on service contracts for all alcohol and drug abuse services required by the CCP and the corresponding County Comprehensive Alcohol and Drug Abuse Services contract. The county shall adhere to the DMHAS/DHS procurement rules. This shall include a process for:
    a. public announcement of the availability of funds for alcohol and drug abuse services;
    b. committee review by the LACADA of all competitive proposals/bids;
    c. documentation of committee review and funding recommendations; and
    d. allocation of funds based on the DMHAS-approved CCP.
5. The County Authority shall forward a description of its bid solicitation and selection

process, including the calendar for all steps in the process to DMHAS.

6. When transferring funds to any other municipal, state or county entity, there shall be an agreement such as an MOA that details the transfer of funds and the scope of services. The County Authority will monitor those services as required for contracts.

J. Requirement to Obtain DMHAS Approval of Contracts, MOAs, or MOUs

1. The County Authority shall submit copies of all executed Contracts or other third party service provision agreements, such as Memoranda of Agreement (MOA) or Memoranda of Understanding (MOU), to the DMHAS Office of PREP no later than April 15 of the contract year for which services are being purchased.
2. Funds will not be released to the county for any services for which the executed contracts or agreements have not been submitted to, and approved by the DMHAS Office of PREP.
3. New Jersey DMHAS will not honor any county request for reimbursement of services rendered by any third party service provider unless and until the county's agreement with said third party service provider has been approved by the DMHAS Office of Planning, Research, Evaluation, and Prevention.
4. Expenditure reports requesting reimbursement for services provided without a DMHAS-approved contract or other written agreement will be returned to the county and will not be reimbursed.
5. The County Authority shall ensure that the DMHAS Office of Planning, Research, Evaluation, and Prevention approves any and all subcontracts, MOAs, MOUs or any other instrument of agreement with each third-party service provider prior to the service start date.

K. Fiscal Requirements

1. The County Authority shall assure that all contracted third-party service providers have been informed and apprised of the applicable Cost Principles governing subcontracts as appropriate under one or more of the following general categories:
    a. State and Federal Governments
    b. Non-profit Organizations
    c. Educational Institutions
    d. Hospitals
    e. For Profit Organizations
2. The County Authority shall maintain records of the county process for procuring any third party services. This process shall ensure that the county authority, or contractor, and any third party treatment service subcontractor are required to report admission, discharge, and other required data elements on the New Jersey Substance Abuse Monitoring System (NJSAMS).
3. The County Authority shall monitor contractor performance to verify that services invoiced under this contract have been provided.
4. The County Authority shall, in each quarter of the contract year, report the following items to DMHAS by entering into the expenditure report section of the county's PRAG

the:

a. total cost of its direct service provision charged against this AEREF and SDF contract,
b. sum of service invoices it received from each contracted service provider,
c. total number of residents that it admitted to its direct service program and charged against the county AEREF and SDF account,
d. total number of residents each contracted service provider admitted to its care

5. It shall be the County Authority's responsibility to establish its own administrative procedure for collecting this fiscal data and entering it into the aforementioned PRAG on the correct line for each subcontractor in the "Quarterly Expenditure Report" section of the
PRAG.
6. The County Authority shall monitor all third-party expenditures and ensure that at a minimum an annual financial and compliance audit is conducted and submitted to the DMHAS Office of PREP no later than 120 days after the expiration of the contract term.
7. "Payer of Last Resort" Requirement
The County Authority as a direct service provider or as a purchaser of treatment services from third party providers shall verify that services funded with AEREF or SDF dollars are not reimbursable by other federal or state funding sources, including Medicaid, federal Block Grant or other special grant dollars or budgeted state or fee-for-service contracts, or by private insurance. Any discrepancies discovered via county monitoring must to be reported to the DMHAS Director, Office of PREP.
8. Program Monitoring Requirement
    a. The County Authority shall monitor all third-party expenditures and ensure that at a minimum:
        1) An annual financial and compliance audit is conducted and submitted to the DMHAS Office of PREP no later than 120 days after the expiration of the contract term.
        2) An annual on-site programmatic and fiscal records review is conducted to ensure that adequate programmatic and financial controls are in place and that the agency is in compliance with the terms and conditions of the prime contract as it relates to specific requirements contained in Annexes A and C of this contract.
    b. The County Authority shall conduct annual site visits:
        a. Using the DMHAS Annual Site Visit Monitoring Review Form, or another monitoring instrument approved by the DMHAS Director, Office of PREP.
        b. Copies of the completed site visit monitoring review forms are to be submitted to the DMHAS Director, Office of PREP within 30 days of report completion.
        c. Copies of the reports are to be retained in the County Alcohol and Drug Abuse Director's office for at least three (3) years;
    c. The County Authority shall conduct additional programmatic reviews of the Contractor if one or more of the indicators listed below become evident. Copies of additional programmatic reviews are to be submitted to the DMHAS Director, Office of PREP within 30 days:

1) non-compliance with timely submission of quarterly progress or financial reports;
2) underutilization of service levels, as agreed to in the Contract;
3) unqualified addictions staff, or a lack of continuing education plans for direct service staff, as stated in the subcontract;
4) unmet corrective action plan from previous monitoring cycle;
5) negative community or client feedback.

d. When requested, programmatic review of contractor is to include cooperation and collaboration with the DMHAS Director, Office of PREP.
e. The County Authority shall notify the DMHAS Director, Office of PREP of scheduled trainings or technical assistance sessions offered to contractors.
f. The County Authority shall require all contracted treatment providers to submit monthly rosters of all clients receiving services under this contract to the County authority using the DMHAS approved roster form. The County Authority shall maintain these rosters on file.
g. Contracting for treatment services outside of the State of New Jersey is prohibited without prior written approval from the DMHAS Deputy Director. Requests for waivers must be in writing and demonstrate that services cannot be procured within the state of New Jersey. Out-of-state agencies must have appropriate licensure and accreditations, be accessible to county clients, and supply required programmatic and financial reports. Waiver request must be submitted to the DMHAS Director of PREP prior to executing any contracts with out-of-state provider agencies and no less than one month prior to the DMHAS contract application due date. If out-of-state waivers are granted by the DMHAS, all contracting requirements apply.
h. The County Authority, if providing direct services, and contracted service providers shall notify the CADAD of any changes in replacing key Personnel including the Executive Director, Medical Director and/or Director of Substance Abuse Counseling funded under or performing duties related to this contract, and to notify DMHAS Director, Office of PREP of any such changes as required by *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*

Not Applicable: Section II "Requirements of County Authorities that Provide Direct Services" - not applicable to contracting.

The following is applicable to Contractors:

Section III

A. <u>"Contractor Provides Services Directly and/or Through Approved Subcontractors"</u>
(All responsibilities of Contractor are applicable to approved Subcontractor)

1. The Contractor shall comply with the programmatic and fiscal terms and conditions described and approved by the DMHAS and/or the county, as applicable, in its contract

(subcontract) application, and any other standards or special terms or conditions noted in the contract (subcontract) award. Failure to carry out the program as described in the approved application may result in suspension, termination and/or ineligibility for future funding.

2. The Contractor shall comply with the electronic security and privacy standards set forth under the *Health Insurance Portability and Accountability Act of 1996 (HIPAA)* and shall adhere to the standards prescribed by the *Confidentiality of Alcohol and Drug Abuse Patient Records, (42 CFR, Part 2)*. Client records must be maintained for a minimum of 10 years in accordance with *N.J.S.A. 26:8-5 et seq.* and disposed of in the manner prescribed therein. Information obtained from NJSAMS will be made public only as aggregate data which cannot be used to identify any person receiving substance abuse treatment.
3. The Contractor shall accurately complete the NJSAMS modules, including admission and discharge screens, within three (3) days post admission and three (3) days post discharge for any new or continuing care client who is changing level of care placement. The NJSAMS discharge screens must be completed for all clients who have completed treatment at the level of care determined at treatment admission whether the client has completed the treatment plan or not.
4. The Contractor shall ensure that all services provided will be documented and maintained in individual client files.
5. The Contractor shall ensure that all clinical and fiscal program records for the current and most recent two (2) contract periods are maintained on-site in the administrative or clinical office, and can be accessed from NJSAMS for client records reported in NJSAMS.
6. The Contractor shall retain, for a period of no less than three (3) years, records of all expenditures for equipment, software, labor and service costs associated with NJSAMS reporting requirement compliance under this contract (subcontract).
7. The Contractor shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C.10:161B-1 et seq.* that establish standards for outpatient and residential licensure of substance abuse treatment facilities.
8. The Contractor shall provide all services under this contract (subcontract) in a smoke-free environment.
9. The Contractor is prohibited from distributing hypodermic needles or syringes, e.g., implementing a "needle exchange" program under this contract (subcontract.)
10. The Contractor shall ensure, in so far as possible, that written inter-agency affiliation agreements with other agencies are established, maintained and annually updated to support the referral of clients who have special needs or require ancillary services.
11. The Contractor shall ensure, in so far as possible, that written inter-agency affiliation agreements with community-based providers of mental health services are established, maintained and annually updated to support the referral of clients who have co-occurring mental health treatment needs to a licensed provider capable of, at a minimum, clinical assessment, medication prescription and management on an outpatient basis. Obstacles to such affiliation agreements shall not limit the eligibility of the Contractor and Subcontractor to serve as a substance abuse treatment provider but must be reported to

the DMHAS Director, Office of PREP for assistance.

B. Fiscal

1. The Contractor shall accurately complete and submit, according to instructions and timeframes provided, all reports as required by the contracting agency, including but not limited to contract expenditure, progress and closeout reports. Counties providing direct services must submit a complete roster of all active clients to the DMHAS Office of Quality Assurance on a monthly basis on the DMHAS-approved roster form. This should be submitted to DMHAS within five (5) working days of the end of the month.
2. The Contractor shall disclose to its governing body all related party transactions (i.e., purchase of goods or services by the Contractor/Subcontractor including building or vehicle leasing) of employees, governing Board members and/or their families, and maintain a record of the disclosure(s) on the premises for DMHAS and/or county review, as applicable. In order to avoid potential conflicts of interest, all transactions of related parties must be addressed in the agency audit.
3. The Contractor shall provide staff, facilities, equipment and supplies as needed to efficiently, economically and effectively satisfy the requirements of this contract.
4. The Contractor agency shall develop and maintain written policies and procedures which ensure the proper administrative controls for this contract (subcontract). Copies should be placed in a policy manual for easy access and review. The content of this manual should include protocols for communications with the governing body, and policies relating to internal controls, procurement, travel and personnel.
5. The Contractor shall ensure that funds made available under this contract (subcontract) will not be used to supplant other funding.
6. The Contractor must ensure that funds made available under this contract (subcontract) will not be used for sectarian instruction and/or purposes.
7. The Contractor shall ensure that reimbursement for substance abuse treatment and/or recovery support services rendered to clients who meet DMHAS income and eligibility requirements utilize the following terms and conditions:
    a. The Contractor shall ensure that these funds are utilized for the provision of services to clients who meet criteria for DMHAS publicly-funded services as outlined in the DMHAS Income Eligibility Policy TS-2-22-2010.
        1) The Contractor shall not discharge clients in order to receive alternate clients at higher reimbursement rate.
        2) The program shall use the Division of Addiction Services Income Eligibility (DASIE) module to determine client eligibility for both fiscal and programmatic criteria.
        3) A signed copy of the DMHAS Income Eligibility Report must be kept in each individual client's file.
        4) The Contractor shall ensure that funds made available under this agreement will not be used to supplant other funding.
        5) Attempts shall be made to obtain reimbursement from the client's health

insurance company and ensure that there is no other payer, public or private, for the patient before and when utilizing DMHAS funding.

6) When a client has other health insurance, such benefits must be used first and to the fullest extent before utilizing DMHAS funding.
7) DAS funding may not be utilized for insurance co-pays.

b. The Contractor cannot bill Medicaid or the Substance Abuse Initiative (SAI) for the same service provided on the same day.
c. The Contractor must have a Client Sliding Fee Scale policy and procedure approved by the Board, unless no additional fees beyond the DMHAS funding amount are charged to clients. The sliding fee scale must start at "zero." A copy of the Client Sliding Fee Scale Policy and Procedure, including the Fee Schedule, must be
submitted to the county for approval as part of the contract application.
d. The County Authority may engage subcontracted service providers in single-year annually-renewable sub-contracts in all but the final year of a planning cycle. The county authority may not enter into subcontracts with any service provider beyond the final year of any planning cycle. Contract renewal must be contingent upon (1) the county authority's evaluation of provider performance in meeting one or more stated objectives of the original or modified CCP and, therefore, (2) the continued relevance of the service provided to the implementation of the CCP.

C. Staffing

1. The Contractor shall ensure that all personnel hired and/or funded under this contract meet all educational and experiential requirements as stated in this contract including compliance with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and/or alcohol addiction related disorders.
2. The County Authority shall make professional planning education, substance abuse training and technical assistance opportunities available to county employees involved in County Plan development and service provision, and to the LACADA members.
3. The Contractor shall ensure that all staff members funded under this contract and subcontract, are available on-site during scheduled working hours unless attending off-site meetings, conferences, etc. which are directly related to contract (subcontract)operations. Staff schedules must be maintained and available for review.
4. The Contractor, in providing direct treatment services, shall designate the following personnel:
    a. Experienced staff person(s) for all agencies treating youth, or women and their dependent children to assess and address issues relating to potential child abuse and neglect, and to serve as liaison with the local Division of Youth and Family Services (DYFS) or other appropriate agencies;
    b. Staff person(s) to coordinate or provide cultural competence sensitivity skills training annually to all staff; and

c. Appropriate staff person (s) to attend training sessions provided or sponsored by DMHAS on the Addiction Severity Index (ASI), American Society of Addiction Medicine Patient Placement Criteria 2-R (ASAMPPC-2R). HIV counseling and testing, and other training sessions as required by DMHAS.

D. Criminal Background Checks

1. The Contractor shall ensure that full state-level criminal background checks are initiated at the time of employment for all employees, staff, volunteers, interns and any other Subcontractors or service providers who routinely interact with clients to provide any treatment, prevention, and recovery support services, including transportation, funded under this contract.
2. The Contractor shall ensure that full state-level background checks supported by fingerprints are initiated at the time of employment for all employees, staff, volunteers, interns and any other Subcontractors or service providers who routinely interact with adolescent clients or minor children to provide treatment, prevention, and recovery support services, including transportation and childcare, funded under this contract.
3. The Contractor shall ensure that documentation of completed background checks are maintained in staff personnel files.
4. The Contractor providing direct client services may use DMHAS contract funds to support the cost of required criminal background checks. The county authority shall submit with the final expenditure report for this contract year a listing of related costs. The County may opt to cost-share the expense of required criminal background checks with its Subcontractors.

E. Admissions Priority Criteria

1. The Contractor shall ensure that all individuals admitted to treatment are properly assessed, and meet the admission criteria outlined in the Contractor (Subcontractor) policy manual.
2. The Contractor shall maintain a written policy regarding priority for admissions. This policy shall be visibly posted in a visible location within the agency. The Contractor (Subcontractor) shall at all times grant admission to treatment for priority populations in the following order:
    a) Injecting drug using pregnant women;
    b) Pregnant women;
    c) Injecting drug users;
    d) all other alcohol and drug users.
3. If a Contractor is at full capacity and unable to admit an IVDU pregnant woman or pregnant woman presenting for admission, it shall immediately refer the individual to another facility or make interim services available within 48 hours. At a minimum, interim services include counseling and education about:
    a) HIV and Tuberculosis (TB),
    b) risks of needle-sharing for both acquiring and transmitting HIV infection to

sexual partners and infants,
c) steps to take to ensure that HIV and TB transmission does not occur,
d) referral for HIV or TB treatment services.
e) effects of alcohol and drug use on the fetus
f) referral for prenatal care.

F. Clinical Services and Records

1. The Contractor shall ensure that treatment services under this contract (subcontract) are provided in accordance with regulations at *N.J.A.C. 13:34C-1 et seq., N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*
2. The Contractor shall maintain an adequate client record system for all services provided under this contract in accordance with all applicable licensure and contractual requirements. This record system shall be available for review and include but not be limited to:
   a) Adequate documentation to support first-and third-party billings, including eligibility for cost sharing and Medicaid reimbursement;
   b) Client assessment using the ASI;
   c) Documentation of client level of care determination according to the ASAMPPC2-
      R; DSM IV-TR diagnosis;
   d) Household income assessment using the DMHASIE;
   e) Physical examination/medical assessment, including TB testing as required by regulation;
   f) Treatment plan with specific goals and measurable objectives, reviewed and updated as clinically indicated and no less frequently than required by regulation;
   g) Tobacco use identified and addressed in the client's treatment plan;
   h) Individual and group counseling and progress notes;
   i) Education/didactic session notes;
   j) Acknowledgment of HIV counseling and testing authorization signed by client;
   k) Attendance sheet signed by client;
   l) Discharge/Continuum of Care plan.
   m) NJSAMS modules, including admission and discharge screens;
   n) Signed authorization(s) to allow transfer of the NJSAMS client record for all clients who are referred for continuing care to another substance abuse treatment provider.
3. The Contractor shall seek client approval to include the client's family and/or support system in the process for admission, treatment and discharge planning.
4. The Contractor shall offer all clients HIV testing, including the mandatory pre-test and post-test counseling, either on-site or by means of referral for same.
5. HIV testing must be offered at the time of admission and every six (6) months thereafter. HIV testing will not be required for admission to treatment; clients have the right to refuse it, but they should be strongly encouraged to be tested. Pre- and post-test counseling, testing or test refusal by a client shall be documented in the client record.

6. The Contractor shall ensure that all clients testing positive for HIV, or who self-report as HIV positive, receive an initial referral for appropriate HIV medical treatment, and should be referred at least quarterly for a follow-up consultation. It is the responsibility of the Medical Director (or the Executive Director in the case where a program does not have a Medical Director) to ensure that clients receive referral to medical care for their HIV disease at an Early Intervention Program (EIP), HIV Care Center, or by a qualified physician selected by the client.
7. The Contractor shall ensure that clients found to be unemployed at the time of intake will be referred for vocational testing to the Division of Vocational Rehabilitation (DVR), County One-Stop Employment Center or other appropriate agency. Client records must document referral and follow-up on all vocational referrals.
8. The Contractor shall maintain full utilization of services funded through this contract without exceeding any approved DMHAS licensed capacity, as applicable. Utilization must be demonstrated through the maintenance of an up-to-date DMHAS-approved roster of active clients which includes at a minimum the following data elements:
   a) Client ID #
   b) Date of Admission to Treatment
   c) Discharge Date
   d) Family Income
   e) Family Size
   f) Treatment Modality/Level of Care
   g) Payer Source(s) e.g., DMHAS, County, Work First, Medicaid, Insurance, Self-pay,
   h) Total number of days of service at this level of care

G. Clinical Supervision

1. The Contractor shall ensure that clinical supervision in accordance with regulations at *N.J.A.C. 13:34C-1 et seq.*, *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* is provided for all treatment services funded through this contract.
2. The Contractor shall ensure that all clinical supervision is documented and that such documentation includes, at a minimum, the type of supervision (individual or group), the date and length of session, name of supervisor and supervisee, de-identified notes on cases reviewed, and content of supervision including core functions and knowledge, skills, and abilities that are the focus of supervision.

Section IV: South Jersey Initiative

1.The County Authority shall ensure that the funding designated on the Contract Information System (CIMS) in the DAS Service Type of Transportation Counties, aka "South Jersey Initiative (SJI)", shall be used to purchase transportation for clients who meet the DMHAS income eligibility criteria and the following:

1) adolescents ages 13 through 18
2) young adults ages 18 through 24
3) a resident in one of the following counties: Atlantic, Camden, Cumberland,

Gloucester, Cape May, Ocean and Salem

Section V: Detoxification

1. The County Authority shall ensure that detoxification providers are to have the applicable license (Department of Health and Senior Services license for hospital-based sub-acute care detoxification services; Department of Human Services, DMHAS license for substance abuse treatment facilities providing sub-acute detoxification services) to operate a detoxification program on or before the effective date of the county contract/subcontract.
2. The Contractor shall ensure that funding designated on the CIMS, in the categories of **"Special Appropriation, Detoxification" and "Supplemental, Detoxification"** shall not be used to offset or supplant other current funding allocations for detoxification services, but rather, it shall be used for enhancement or expansion of existing sub-acute detoxification services.
3. This funding shall also be used to ensure that the following quality assurance standards are met in accordance with this contract:

a. Clients must have access to detoxification services 24 hours per day, seven (7) days per week.
b. The detoxification programs must document clinical necessity for the services provided in the client file, including:
    1) completed ASI;
    2) evidence-based withdrawal risk assessment tools such as the Clinical Institute Withdrawal Assessment (CIWA), Clinical Institute Narcotic Assessment Scale for Withdrawal Symptoms (CINA), Clinical Opiate Withdrawal Scale (COWS), etc.
    3) completed NJSAMS admission and discharge forms.
c. Client's yearly limits for detox are as follows:
    1) Level IV.D is 15 days per calendar year
    2) Level III.7D is 25 days per calendar year
e. The detoxification allocations are for sub-acute ASAM PPC-2R Level III.7D or Level III.7DE enhanced sub-acute detoxification services. The DMHAS will allow expanded use of detoxification funds for residential care under the following conditions:
    1) one or more patients has completed sub-acute detoxification and is seeking residential care,
    2) county allocation for residential care has been exhausted, and the annual allocation for residential care has been equal to or above the previous year's allocation
    3) the county submits a written request to the DMHAS Office of PREP for approval to use detoxification funds for residential services.
f. A maximum of ten percent (10%) of the supplemental allocation may be used to transport indigent clients to detoxification programs, or, following completion of

detoxification, to rehabilitative treatment.

9. The Contractor shall understand that detoxification of adolescents (<18 years of age) is permitted based on clinical necessity. Clinical necessity shall be clearly documented in the client's file. Household income guidelines also apply to adolescents. Programs admitting adolescents must comply with all laws and regulations applicable to adolescent consent and authorization for service.
10. The Contractor shall ensure that funding supports services for ASAM PPC-2R Level III.7D or Level III.7DE detoxification. The services may be hospital-based or non-hospital based.
11. The Contractor shall ensure that clients receiving detoxification services are to be connected to continuum of care treatment services to ensure appropriate linkage and reduce recidivism. Contracts can be structured to incentivize provider agencies to ensure that detox clients are transitioned to the next level of care. Incentives shall be allowed with prior written approval from DMHAS Director, Office of PREP.
12. The Contractor shall ensure that client treatment plans address continuing care needs, along with a client agreement to ongoing treatment, upon admission to a detoxification program.
13. The Contractor shall ensure that formal, written affiliation agreements, for emergency services and other levels of detoxification or crisis care, are in place and maintained on file.
14. The Contractor shall make arrangements for, and document referral and transfer of, clients with medical complications. Triage to other services shall be performed on all clients admitted for detoxification services.
15. The Contractor shall ensure that protocols are to be in place to serve special populations such as pregnant women, non-English speaking persons, and persons with physical, sensory, developmental and/or cognitive disabilities.
16. The County Authority planning to avail its residents of ambulatory detoxification services shall obtain prior written approval from the DMHAS Director, Office of PREP. All such written requests will be made on a county-by-county basis.

NOT APPLICABLE to Subcontracts- ADDENDUM A: Accounting Rules Regarding County Matching Funds

ATTACHMENT C

THE WOUNDED HEALER, INC. DBA MY FRIEND'S HOUSE FAMILY COUNSELING

NJ-DAS ASAM SERVICE DESCRIPTIONS

Below is a list of DAS Service Descriptions that are included in DAS Fee-for-Service (FFS) Initiatives Annex A1. Please initial the description for each ASAM Level of Care for which your agency is licensed requests consideration for inclusion in the DAS FFS Initiative Network.

ASAM Levels of Care	Please initial the appropriate box
Outpatient	YES
Intensive Outpatient	YES
Partial Care	NO
Short Term Residential	NO
Long Term Residential	NO
Halfway House	NO
Detoxification	NO
Medically Monitored Inpatient Detoxification	NO

I understand and agree to deliver the services according to the contract Document Annex A1. I have reviewed these contract requirements with our agency staff and affirm that our agency policies and procedures support adherence to these requirements. I understand that our agency will be monitored by DAS for adherence to these contract requirements.

_____ _____

Signature Date

_____ _____

Print Name Title

DEFINITIONS OF SUBSTANCE ABUSE TREATMENT COMPONENTS

Counseling/Therapy Services

Individual Counseling Session:
Counseling provided on an individual basis to clients with a substance abuse or dependence diagnosis which includes therapeutic and supportive interventions designed to: motivate the client for recovery from addictive disease, facilitate skills for the development and maintenance of that recovery, improve problems solving and coping skills, and develop relapse prevention skills. Session content and structure are designed in accordance with client's treatment. Individual counseling can be delivered by a CADC, an alcohol and drug counselor intern or credentialed intern under the supervision of a qualified clinical supervisor per N.J.A.C. 13:34C-6.2, or by a New Jersey licensed behavioral health professional who is also credentialed to provide therapy in accordance with the DAS Service Descriptions. 1 hour = 1 unit

Individual Therapy Session:
The treatment of an emotional disorder, including a substance abuse disorder, as identified in the DSM through the use of established psychological techniques and within the framework of accepted model of therapeutic interventions such as psychodynamic therapy, behavioral therapy, gestalt therapy and other accepted therapeutic models. These techniques are designed to increase insight and awareness into problems and behavior with the goal being relief of symptoms, and changes in behavior that lead to improved social and vocational functioning, and personality growth. Individual Therapy must be provided by: Licensed Clinical Psychologist, Certified Nurse Practitioner-Psychiatric and Mental Health (CNP-PMH), Advanced Practical Nurse-Psychiatric and Mental Health (APN-PMH), Licensed Clinical Social Worker (LCSW), Licensed Professional Counselor (LPC), or Licensed Marriage and Family Therapist (LMFT).
1 hour = 1 unit.

Group Counseling:
Counseling provided on a group basis to clients which uses group processes and supports to: motivate the client for recovery from addictive disease, facilitate skills for the development and maintenance of that recovery, improve problems solving and coping skills, improve intra and inter personal development and functioning, and develop relapse prevention skills. Session content and structure are designed in accordance with client's treatment plan. Group counseling can be delivered by a CADC, an alcohol and drug counselor intern or credentialed intern under the supervision of a qualified clinical supervisor per N.J.A.C. 13:34C-6.2, or by a New Jersey licensed behavioral health professional who is also credentialed to provide therapy in accordance with the DAS Service Descriptions. 1 hour = 1 unit

Family Counseling:
Counseling provided to the family unit, with or without the client present, to impart education about the disease of addiction, elicit family support for the client's treatment, encourage family members to seek their own treatment and self-help, assess the clients environment during or after treatment and to assess the client's functioning outside of the treatment environment. Family counseling can be delivered by a CADC, an alcohol and drug counselor intern or credentialed intern under the supervision of a qualified clinical supervisor per N.J.A.C. 13:34C-6.2, or by a

New Jersey licensed behavioral health professional who is also credentialed to provide therapy in accordance with the DAS Service Descriptions. 1 hour =1 unit

Family Therapy:
Treatment provided to a family utilizing appropriate therapeutic methods to enable families to resolve problems or situational stress related to or caused by a family member's addictive illness. In this service, the family system is the identified client and interventions are targeted to system change. Family and Individual Therapy must be provided by: Licensed Clinical Psychologist, Certified Nurse Practitioner-Psychiatric and Mental Health (CNP-PMH), Advanced Practical Nurse-Psychiatric and Mental Health (APN-PMH), Licensed Clinical Social Worker (LCSW), Licensed Professional Counselor (LPC), or Licensed Marriage and Family Therapist (LMFT). 1 hour = 1 unit.

Psychoeducation
Psychoeducation is the education of a client in way that supports and serves the goals of treatment.

Didactic Session:
Group session that involves teaching people about the disease of addiction, how to treat it, and how to recognize signs of relapse so that they can get necessary treatment and support services. 1 hour = 1 unit

Family Education and Information:
Family Education and Information is the education of the family in a way that services the goals of the identified client. Family Education and Information involves teaching family members of identified clients about the disease of addiction, how the disease affects the family, how to support the client's recovery and how to find services and treatment for the family members. 1 hour = 1 unit

OUTPATIENT SUBSTANCE ABUSE TREATMENT
Level 1

In addition to the DAS Service Requirements stated in the Division of Addiction Services (DAS) Network Annex A, Outpatient Substance Abuse Treatment contractees shall comply with the following parameters.

Definition: Outpatient Substance Abuse Treatment is provided in a DAS licensed outpatient facility which provides regularly scheduled individual, group and family counseling services for less than nine (9) hours per week. Services may be provided to patients discharged from a more intensive level of care, but are not necessarily limited to this population. Twelve (12) Step Meetings or other Self-Help Meetings cannot be counted as billable Counseling Services. This care approximates ASAM PPC-2R Level 1 care.

Counseling/Therapy Services:

- Individual: in a full session, this includes face-to-face for one (1) hour.
- Individual: in a half-session, this includes face-to-face for thirty (30) minutes.
- Group: minimum sixty (60) minutes of face to face contact.
- Family: in a full session for one (1) hour or a half-session for thirty (30) minutes. To be included during course of treatment as clinically indicated.

Psychoeducation:

- Didactic sessions.
- Family education and information sessions as clinically indicated.

INTENSIVE OUTPATIENT SUBSTANCE ABUSE TREATMENT
Level II.I

In addition to the DAS Service Requirements stated in the Division of Addiction Services (DAS) Network Annex A, Intensive Outpatient Substance Abuse Treatment contractees shall comply with the following parameters.

Definition: Intensive Outpatient (IOP) Substance Abuse Treatment is provided in a licensed IOP facility which provides a broad range of highly intensive clinical interventions. Services are provided in a structured environment for no less than nine (9) hours per week. Request for more than twelve (12) hours per week of services must be pre-approved by initiative case manager or DAS staff. A minimum of three (3) hours of treatment services must be provided on each billable day to include one individual counseling session per week. IOP treatment will generally includes intensive, moderate and step-down components. Twelve (12) Step Meetings or other Self-Help Meetings cannot be counted as billable services. This care approximates ASAM PPC-2 Level II.I care.

Counseling/Therapy Services:

- Individual: One hour per week minimum.
- Group: Six (6) hours per week minimum.
- Family: To be included during course of treatment as clinically indicated.

Psychoeducation:

- Didactic sessions: 2 hours/week minimum.
- Family education and information sessions as clinically indicated.

ATTACHMENT D
The Wounded Healer, Inc. dba My Friend's House
PACADA REQUIREMENT

Statement of Adherence to attend two (2) of the three (3) Gloucester County Provider's Advisory Committee on Alcoholism and Drug Abuse (PACADA) meetings during the term of this calendar year contract.

I am aware that it is a condition of this contract that a representative of this agency be in attendance and participate in at least 2 of the 3 annual PACADA meetings which will be held during the term of this contract and I agree that we will comply with this condition.

Signature _____

Please Print:

Agency: The Wounded Healer, Inc. dba
My Friend's House Family Counseling

Signed by Rita J. Culp

Title: Director

Date: _____

SCHEDULE I

CERTIFICATION REGARDING SUB-GRANTEE LOBBYING

The undersigned certifies, to the best of his or her knowledge that:

a. No grant funds awarded from federal appropriations have been paid or will be paid, by or on behalf of the sub-grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the sub-grantee shall complete and submit the Standard Form-LLL, Disclosure Form to Report Lobbing, in accordance with its instructions. Contact the federal agency awarding the funds for a copy of form.

This requirement (certification) is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

NAME OF AGENCY

_____

NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY

_____

SIGNATURE OF ABOVE OFFICIAL DATE SIGNED

SCHEDULE II

CERTIFICATION REGARDING SUB-GRANTEE DEBARMENT AND SUSPENSION

In accordance to Federal Executive Order 12549, "Debarment and Suspension," the undersigned certified, to the best of his or her knowledge that as a sub-grantee this agency or its key employees:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form covered transactions by any Federal Department or agency, or by the State of New Jersey;

b. have not within a 3 year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense, in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state and antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

d. have not within a 3-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause of default.

NAME OF AGENCY

NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY

SIGNATURE OF ABOVE OFFICIAL DATE SIGNED

NOTE: The following documents related to debarment and suspension as required by federal regulations will be used as the basis for completion of this certification:

1. List of parties excluded from federal procurement or non-procurement programs. This document is distributed by **U.S. General Services Administration, U.S. Printing Office, Washington, D.C.** This document can be acquired from the Superintendent of Documents by calling (202) 783-3238.

2. Report of Suspension, Debarment and Disqualification's of Firms and Individuals, State of New Jersey. This document is distributed by the **Division Building and Construction, 50 Barracks St., P.O. Box 235, Trenton, New Jersey 08625-0235.**

CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
PINNACLE TREATMENT CENTERS NJ-III, LLC
DBA DELAWARE VALLEY MEDICAL

THIS CONTRACT is made effective this 21ST day of January, 2026, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **PINNACLE TREATMENT CENTERS NJ-III, LLC DBA DELAWARE VALLEY MEDICAL,** with offices at 7980 South Crescent Boulevard, Pennsauken, New Jersey 08109, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there is a need by Gloucester County to contract for the provision of methadone detoxification and/or maintenance program; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be from January 1, 2026 to December 31, 2028, with the option to extend for two (2) one (1) year terms.

2. **COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in the Contractor's proposal, which was submitted in response to the County's Request for Proposal# 25-053. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $22,500.00 per year, contingent on the availability of grant funding.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP-25-053, and Contractor's responsive proposal, which are incorporated by reference in their entirety and made a part of this Contract, and Attachment A, B, C, D and Schedule I and II.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-25-053.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county

employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in RFP-25-053, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or

damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE**. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP-25-053 and Contractor's proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

THIS CONTRACT shall be effective the 21st day of January, 2026.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO,
DIRECTOR

ATTEST:

PINNACLE TREATMENT CENTERS NJ-III, LLC DBA DELWARE VALLEY MEDICAL

Name:
Title:

ATTACHMENT A

PINNACLE TREATMENT CENTERS, NJ-III, LLC,
DBA DELAWARE VALLEY MEDICAL, INC.

PROGRAM SPECIFICATIONS AND BUDGET:

NOTE: For Delivery of Opioid Maintenance Treatment and /or Detox Services the Licensing Standards and Regulations of the NJDHS/ Div. of Mental Health and Addiction Services shall apply and Licensure shall be in place and maintained.

Methadone Detoxification and/or Maintenance Program

1. Provide payment toward intake assessments/evaluations and or subsidy for continuing care for approximately 51 Gloucester County Residents who do not have the ability to pay in full. The County will pay an average $340.00 per client in financial hardship for Withdraw Management (Detox) and for Maintenance of Sobriety, for an amount not to exceed $22,500.00.

2. Each Client receiving the above-named service to be reimbursed by this contract will be pre-approved by the County Alcoholism and Drug Abuse Services Director and or his designee. A copy of the faxed approval notice from the County Director shall accompany each billing.

Reimbursement will be made on a fee-for-service basis through submission of periodic billing to Gloucester County Addiction Services

Work in cooperation with NJ-DMHAS regarding proper reporting procedure, client referrals, & utilization of electronic reporting systems, NJSAMs (Statistical Data Management); & DASIE (Income Eligibility).

IMPORTANT: MAT-Medication Assisted Treatment Mandate: All services must include education, introduction and information on an optimal recovery from MAT (Medication Assisted Treatment) for Opioid Addicted clients. Also, services must include availability and/or referral and induction of same as desired by clients. MAT is nationally promulgated, by SAMHSA, as the Best Practice for Opioid Addicted clients per scientific and statistically proven research indicating MAT increases recovery rates by 70+ % and reduces rate of death by overdose through reduction of relapse episodes. NOTE: This MAT criterion is for Gloucester County DHS/Addiction Services Contracting and is being placed in all treatment, prevention, intervention and recovery support contracts.

ATTACHMENT A

METHADONE PROGRAM

EXAMPLE OF APPROVAL FOR CLIENT TO RECEIVE SERVICES AS CONTRACTED

COUNTY LETTERHEAD DATE: _____

TO: Pinnacle Treatment Centers NJ-III, LLC dba Delaware Valley Medical, Inc.

APPROVAL FOR COUNTY REIMBURSEMENT FOR METHADONE DETOXIFICATION OR MAINTENANCE PROGRAM INTAKE ASSESSMENT AND RELATED SERVICE.

CLIENT (S) INITIALS (1ST AND 3RD INITIAL OF FIRST AND LAST NAME):

_____-

_____-

_____-

_____-

_____-

Approved by Gloucester County Alcoholism and Drug Abuse Office

Signed _____

Robert (Bob) Munson, Gloucester Co. Addiction Services, or
Robert Bamford, Director, Gloucester County Addiction Services

Copy of this signed document to be submitted by Delaware Valley Medical, Inc. to County as attachment for each request for reimbursement under the contract.

ATTACHMENT B
Adopted from NJDMHAS' ANNEX A
for Gloucester County Department of Human Services
NJDMHAS/Gloucester County Contract Number: **26-530-ADA-0**

ATTACHMENT B -TO GLOUCESTER COUNTY AGENCY CONTRACTS

ADDITIONAL CONTRACTING INFORMATION REQUIREMENTS PER NJDHS/ DIV. OF MENTAL HEALTH AND ADDICTION SERVICES

NOTE: Attachment B is meant for your information to know our county contract and contracting compliance requirements per NJ DMHAS's Annex A, the primary funding source for our County's Addiction's Office Services Funding. NJ DMHAS's Annex A (now Attachment B) contain the required conditions which your agency must meet as a part of this contract as applicable. Any part will be regarded as applicable if there arises any question with/for the County's compliance with the NJDMHAS Grant funding.

The County Authority that provides direct services ("County") and all of its subcontracted providers shall adhere to all contractual requirements stipulated herein.

ANNEX A- For County and Contractors

Chapter 51 of the Public Laws, or P.L., of 1989 amended Chapter 531 of P.L 1983 that had established the Alcohol, Education, Rehabilitation and Enforcement Fund, or AEREF, as a non-lapsing, revolving fund "only [to] be distributed to the counties...pursuant to the formula set forth in section 5 of this [1983] act...to develop and implement an annual comprehensive plan for the treatment of alcoholics and drug abusers." Annex A establishes the requirements of a county government that seeks to receive an allotment of AEREF and state discretionary fund, or SDF, dollars. The requirements in the Annex A form a contract between the Division of Mental Health and Addiction Services (DMHAS), and the applicant county. The County Authority shall adhere to all contractual requirements stipulated herein.

Section I: Requirements of the County Authority
Not Applicable: Section I-A. "General Requirements" through Section D., "Additional Requirements of the County..."- not applicable to Contractors.

The following is applicable contractors: Section E

1. The County Authority shall report to DMHAS annually on the progress made towards implementing substance abuse prevention, early intervention, treatment and recovery support goals, objectives, strategic utilization of resources, and numbers of clients served. Progress reports shall be sent to the Director, Office of PREP in a format to be provided by same.

Section E. - #s 2 and 3. – Not Applicable to Contractors.

Section F - #s 1, 2, and 3. – Not Applicable to Contractors.

The following is applicable to Contractors: Section F. - #4

3. Evidence-based Programming Requirement In calendar year 2016, the county shall move in the direction of using AEREF and SDF dollars to obtain and deploy evidence-based programs for all prevention, early intervention, treatment and recovery support services by the start of calendar year 2017.

Not Applicable: Section G. & H. – G. "Establishment of a Local Advisory" through Section H. "Unification Planning and Collaboration…"- not applicable to Contractors.

The following is applicable to Contractors: Section I- J. through Section 1-L. Numbers 1-8 H.

I. Solicitations of Third-Party Service Contractors

1. All treatment providers, without exception, shall be licensed by DHS-Office of Licensing to provide the contracted or subcontracted services at the time of entering into any contractual relationship with the County Authority.
2. All Contractors and Subcontractors and county-operated programs funded under this contract shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* that establish standards for licensure of substance abuse treatment facilities.
3. All Contractors and Subcontractors and county-operated programs funded under this contract shall comply with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education, examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and alcohol addiction related disorders.
4. The County Authority shall develop and maintain a formal process for soliciting, receiving and reviewing competitive proposals or bids on service contracts for all alcohol and drug abuse services required by the CCP and the corresponding County Comprehensive Alcohol and Drug Abuse Services contract. The county shall adhere to the DMHAS/DHS procurement rules. This shall include a process for:
    a. public announcement of the availability of funds for alcohol and drug abuse services;
    b. committee review by the LACADA of all competitive proposals/bids;
    c. documentation of committee review and funding recommendations; and
    d. allocation of funds based on the DMHAS-approved CCP.
5. The County Authority shall forward a description of its bid solicitation and selection process, including the calendar for all steps in the process to DMHAS.

6. When transferring funds to any other municipal, state or county entity, there shall be an agreement such as an MOA that details the transfer of funds and the scope of services. The

   County Authority will monitor those services as required for contracts.

J. Requirement to Obtain DMHAS Approval of Contracts, MOAs, or MOUs

1. The County Authority shall submit copies of all executed Contracts or other third party service provision agreements, such as Memoranda of Agreement (MOA) or Memoranda of Understanding (MOU), to the DMHAS Office of PREP no later than April 15 of the contract year for which services are being purchased.
2. Funds will not be released to the county for any services for which the executed contracts or agreements have not been submitted to, and approved by the DMHAS Office of PREP.
3. New Jersey DMHAS will not honor any county request for reimbursement of services rendered by any third party service provider unless and until the county's agreement with said third party service provider has been approved by the DMHAS Office of Planning, Research, Evaluation, and Prevention.
4. Expenditure reports requesting reimbursement for services provided without a DMHAS-approved contract or other written agreement will be returned to the county and will not be reimbursed.
5. The County Authority shall ensure that the DMHAS Office of Planning, Research, Evaluation, and Prevention approves any and all subcontracts, MOAs, MOUs or any other instrument of agreement with each third-party service provider prior to the service start date.

K. Fiscal Requirements

1. The County Authority shall assure that all contracted third-party service providers have been informed and apprised of the applicable Cost Principles governing subcontracts as appropriate under one or more of the following general categories:
   a. State and Federal Governments
   b. Non-profit Organizations
   c. Educational Institutions
   d. Hospitals
   e. For Profit Organizations
2. The County Authority shall maintain records of the county process for procuring any third party services. This process shall ensure that the county authority, or contractor, and any third party treatment service subcontractor are required to report admission, discharge, and other required data elements on the New Jersey Substance Abuse Monitoring System (NJSAMS).
3. The County Authority shall monitor contractor performance to verify that services invoiced under this contract have been provided.
4. The County Authority shall, in each quarter of the contract year, report the following

items to DMHAS by entering into the expenditure report section of the county's PRAG the:

a. total cost of its direct service provision charged against this AEREF and SDF contract,
b. sum of service invoices it received from each contracted service provider,
c. total number of residents that it admitted to its direct service program and charged against the county AEREF and SDF account,
d. total number of residents each contracted service provider admitted to its care

5. It shall be the County Authority's responsibility to establish its own administrative procedure for collecting this fiscal data and entering it into the aforementioned PRAG on the correct line for each subcontractor in the "Quarterly Expenditure Report" section of the PRAG.
6. The County Authority shall monitor all third-party expenditures and ensure that at a minimum an annual financial and compliance audit is conducted and submitted to the DMHAS Office of PREP no later than 120 days after the expiration of the contract term.
7. "Payer of Last Resort" Requirement
   The County Authority as a direct service provider or as a purchaser of treatment services from third party providers shall verify that services funded with AEREF or SDF dollars are not reimbursable by other federal or state funding sources, including Medicaid, federal Block Grant or other special grant dollars or budgeted state or fee-for-service contracts, or by private insurance. Any discrepancies discovered via county monitoring must to be reported to the DMHAS Director, Office of PREP.
8. Program Monitoring Requirement
   a. The County Authority shall monitor all third-party expenditures and ensure that at a minimum:
      1) An annual financial and compliance audit is conducted and submitted to the DMHAS Office of PREP no later than 120 days after the expiration of the contract term.
      2) An annual on-site programmatic and fiscal records review is conducted to ensure that adequate programmatic and financial controls are in place and that the agency is in compliance with the terms and conditions of the prime contract as it relates to specific requirements contained in Annexes A and C of this contract.
   b. The County Authority shall conduct annual site visits:
      a. Using the DMHAS Annual Site Visit Monitoring Review Form, or another monitoring instrument approved by the DMHAS Director, Office of PREP.
      b. Copies of the completed site visit monitoring review forms are to be submitted to the DMHAS Director, Office of PREP within 30 days of report completion.
      c. Copies of the reports are to be retained in the County Alcohol and Drug Abuse Director's office for at least three (3) years;
   c. The County Authority shall conduct additional programmatic reviews of the Contractor if one or more of the indicators listed below become evident. Copies

of additional programmatic reviews are to be submitted to the DMHAS Director, Office of PREP within 30 days:

1) non-compliance with timely submission of quarterly progress or financial reports;
2) underutilization of service levels, as agreed to in the Contract;
3) unqualified addictions staff, or a lack of continuing education plans for direct service staff, as stated in the subcontract;
4) unmet corrective action plan from previous monitoring cycle;
5) negative community or client feedback.

d. When requested, programmatic review of contractor is to include cooperation and collaboration with the DMHAS Director, Office of PREP.
e. The County Authority shall notify the DMHAS Director, Office of PREP of scheduled trainings or technical assistance sessions offered to contractors.
f. The County Authority shall require all contracted treatment providers to submit monthly rosters of all clients receiving services under this contract to the County authority using the DMHAS approved roster form. The County Authority shall maintain these rosters on file.
g. Contracting for treatment services outside of the State of New Jersey is prohibited without prior written approval from the DMHAS Deputy Director. Requests for waivers must be in writing and demonstrate that services cannot be procured within the state of New Jersey. Out-of-state agencies must have appropriate licensure and accreditations, be accessible to county clients, and supply required programmatic and financial reports. Waiver request must be submitted to the DMHAS Director of PREP prior to executing any contracts with out-of-state provider agencies and no less than one month prior to the DMHAS contract application due date. If out-of-state waivers are granted by the DMHAS, all contracting requirements apply.
h. The County Authority, if providing direct services, and contracted service providers shall notify the CADAD of any changes in replacing key Personnel including the Executive Director, Medical Director and/or Director of Substance Abuse Counseling funded under or performing duties related to this contract, and to notify DMHAS Director, Office of PREP of any such changes as required by *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*

Not Applicable: Section II "Requirements of County Authorities that Provide Direct Services" - not applicable to contracting.

The following is applicable to Contractors:

Section III

A. <u>"Contractor Provides Services Directly and/or Through Approved Subcontractors"</u>
(All responsibilities of Contractor are applicable to approved Subcontractor)

1. The Contractor shall comply with the programmatic and fiscal terms and conditions described and approved by the DMHAS and/or the county, as applicable, in its contract (subcontract) application, and any other standards or special terms or conditions noted in the contract (subcontract) award. Failure to carry out the program as described in the approved application may result in suspension, termination and/or ineligibility for future funding.
2. The Contractor shall comply with the electronic security and privacy standards set forth under the *Health Insurance Portability and Accountability Act of 1996 (HIPAA)* and shall adhere to the standards prescribed by the *Confidentiality of Alcohol and Drug Abuse Patient Records, (42 CFR, Part 2)*. Client records must be maintained for a minimum of 10 years in accordance with *N.J.S.A. 26:8-5 et seq.* and disposed of in the manner prescribed therein. Information obtained from NJSAMS will be made public only as aggregate data which cannot be used to identify any person receiving substance abuse treatment.
3. The Contractor shall accurately complete the NJSAMS modules, including admission and discharge screens, within three (3) days post admission and three (3) days post discharge for any new or continuing care client who is changing level of care placement. The NJSAMS discharge screens must be completed for all clients who have completed treatment at the level of care determined at treatment admission whether the client has completed the treatment plan or not.
4. The Contractor shall ensure that all services provided will be documented and maintained in individual client files.
5. The Contractor shall ensure that all clinical and fiscal program records for the current and most recent two (2) contract periods are maintained on-site in the administrative or clinical office, and can be accessed from NJSAMS for client records reported in NJSAMS.
6. The Contractor shall retain, for a period of no less than three (3) years, records of all expenditures for equipment, software, labor and service costs associated with NJSAMS reporting requirement compliance under this contract (subcontract).
7. The Contractor shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C.10:161B-1 et seq.* that establish standards for outpatient and residential licensure of substance abuse treatment facilities.
8. The Contractor shall provide all services under this contract (subcontract) in a smoke-free environment.
9. The Contractor is prohibited from distributing hypodermic needles or syringes, e.g., implementing a "needle exchange" program under this contract (subcontract.)
10. The Contractor shall ensure, in so far as possible, that written inter-agency affiliation agreements with other agencies are established, maintained and annually updated to support the referral of clients who have special needs or require ancillary services.
11. The Contractor shall ensure, in so far as possible, that written inter-agency affiliation agreements with community-based providers of mental health services are established, maintained and annually updated to support the referral of clients who have co-occurring mental health treatment needs to a licensed provider capable of, at a minimum, clinical assessment, medication prescription and management on an outpatient basis. Obstacles to

such affiliation agreements shall not limit the eligibility of the Contractor and Subcontractor to serve as a substance abuse treatment provider but must be reported to the DMHAS Director, Office of PREP for assistance.

B. Fiscal

1. The Contractor shall accurately complete and submit, according to instructions and timeframes provided, all reports as required by the contracting agency, including but not limited to contract expenditure, progress and closeout reports. Counties providing direct services must submit a complete roster of all active clients to the DMHAS Office of Quality Assurance on a monthly basis on the DMHAS-approved roster form. This should be submitted to DMHAS within five (5) working days of the end of the month.
2. The Contractor shall disclose to its governing body all related party transactions (i.e., purchase of goods or services by the Contractor/Subcontractor including building or vehicle leasing) of employees, governing Board members and/or their families, and maintain a record of the disclosure(s) on the premises for DMHAS and/or county review, as applicable. In order to avoid potential conflicts of interest, all transactions of related parties must be addressed in the agency audit.
3. The Contractor shall provide staff, facilities, equipment and supplies as needed to efficiently, economically and effectively satisfy the requirements of this contract.
4. The Contractor agency shall develop and maintain written policies and procedures which ensure the proper administrative controls for this contract (subcontract). Copies should be placed in a policy manual for easy access and review. The content of this manual should include protocols for communications with the governing body, and policies relating to internal controls, procurement, travel and personnel.
5. The Contractor shall ensure that funds made available under this contract (subcontract) will not be used to supplant other funding.
6. The Contractor must ensure that funds made available under this contract (subcontract) will not be used for sectarian instruction and/or purposes.
7. The Contractor shall ensure that reimbursement for substance abuse treatment and/or recovery support services rendered to clients who meet DMHAS income and eligibility requirements utilize the following terms and conditions:
    a. The Contractor shall ensure that these funds are utilized for the provision of services to clients who meet criteria for DMHAS publicly-funded services as outlined in the DMHAS Income Eligibility Policy TS-2-22-2010.
        1) The Contractor shall not discharge clients in order to receive alternate clients at higher reimbursement rate.
        2) The program shall use the Division of Addiction Services Income Eligibility (DASIE) module to determine client eligibility for both fiscal and programmatic criteria.
        3) A signed copy of the DMHAS Income Eligibility Report must be kept in each individual client's file.
        4) The Contractor shall ensure that funds made available under this

agreement will not be used to supplant other funding.

5) Attempts shall be made to obtain reimbursement from the client's health insurance company and ensure that there is no other payer, public or private, for the patient before and when utilizing DMHAS funding.
6) When a client has other health insurance, such benefits must be used first and to the fullest extent before utilizing DMHAS funding.
7) DAS funding may not be utilized for insurance co-pays.

b. The Contractor cannot bill Medicaid or the Substance Abuse Initiative (SAI) for the same service provided on the same day.
c. The Contractor must have a Client Sliding Fee Scale policy and procedure approved by the Board, unless no additional fees beyond the DMHAS funding amount are charged to clients. The sliding fee scale must start at "zero." A copy of the Client Sliding Fee Scale Policy and Procedure, including the Fee Schedule, must be
submitted to the county for approval as part of the contract application.
d. The County Authority may engage subcontracted service providers in single-year annually-renewable sub-contracts in all but the final year of a planning cycle. The county authority may not enter into subcontracts with any service provider beyond the final year of any planning cycle. Contract renewal must be contingent upon (1) the county authority's evaluation of provider performance in meeting one or more stated objectives of the original or modified CCP and, therefore, (2) the continued relevance of the service provided to the implementation of the CCP.

C. Staffing

1. The Contractor shall ensure that all personnel hired and/or funded under this contract meet all educational and experiential requirements as stated in this contract including compliance with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and/or alcohol addiction related disorders.
2. The County Authority shall make professional planning education, substance abuse training and technical assistance opportunities available to county employees involved in County Plan development and service provision, and to the LACADA members.
3. The Contractor shall ensure that all staff members funded under this contract and subcontract, are available on-site during scheduled working hours unless attending off-site meetings, conferences, etc. which are directly related to contract (subcontract)operations. Staff schedules must be maintained and available for review.
4. The Contractor, in providing direct treatment services, shall designate the following personnel:
    a. Experienced staff person(s) for all agencies treating youth, or women and their dependent children to assess and address issues relating to potential child abuse and neglect, and to serve as liaison with the local Division of Youth and Family Services (DYFS) or other appropriate agencies;

b. Staff person(s) to coordinate or provide cultural competence sensitivity skills training annually to all staff; and
c. Appropriate staff person (s) to attend training sessions provided or sponsored by DMHAS on the Addiction Severity Index (ASI), American Society of Addiction Medicine Patient Placement Criteria 2-R (ASAMPPC-2R). HIV counseling and testing, and other training sessions as required by DMHAS.

D. Criminal Background Checks

1. The Contractor shall ensure that full state-level criminal background checks are initiated at the time of employment for all employees, staff, volunteers, interns and any other Subcontractors or service providers who routinely interact with clients to provide any treatment, prevention, and recovery support services, including transportation, funded under this contract.
2. The Contractor shall ensure that full state-level background checks supported by fingerprints are initiated at the time of employment for all employees, staff, volunteers, interns and any other Subcontractors or service providers who routinely interact with adolescent clients or minor children to provide treatment, prevention, and recovery support services, including transportation and childcare, funded under this contract.
3. The Contractor shall ensure that documentation of completed background checks are maintained in staff personnel files.
4. The Contractor providing direct client services may use DMHAS contract funds to support the cost of required criminal background checks. The county authority shall submit with the final expenditure report for this contract year a listing of related costs. The County may opt to cost-share the expense of required criminal background checks with its Subcontractors.

E. Admissions Priority Criteria

1. The Contractor shall ensure that all individuals admitted to treatment are properly assessed, and meet the admission criteria outlined in the Contractor (Subcontractor) policy manual.
2. The Contractor shall maintain a written policy regarding priority for admissions. This policy shall be visibly posted in a visible location within the agency. The Contractor (Subcontractor) shall at all times grant admission to treatment for priority populations in the following order:
    a) Injecting drug using pregnant women;
    b) Pregnant women;
    c) Injecting drug users;
    d) all other alcohol and drug users.
3. If a Contractor is at full capacity and unable to admit an IVDU pregnant woman or pregnant woman presenting for admission, it shall immediately refer the individual to another facility or make interim services available within 48 hours. At a minimum, interim services include counseling and education about:

a) HIV and Tuberculosis (TB),
b) risks of needle-sharing for both acquiring and transmitting HIV infection to sexual partners and infants,
c) steps to take to ensure that HIV and TB transmission does not occur,
d) referral for HIV or TB treatment services.
e) effects of alcohol and drug use on the fetus
f) referral for prenatal care.

F. Clinical Services and Records

1. The Contractor shall ensure that treatment services under this contract (subcontract) are provided in accordance with regulations at *N.J.A.C. 13:34C-1 et seq., N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*
2. The Contractor shall maintain an adequate client record system for all services provided under this contract in accordance with all applicable licensure and contractual requirements. This record system shall be available for review and include but not be limited to:
    a) Adequate documentation to support first-and third-party billings, including eligibility for cost sharing and Medicaid reimbursement;
    b) Client assessment using the ASI;
    c) Documentation of client level of care determination according to the ASAMPPC2-
    R; DSM IV-TR diagnosis;
    d) Household income assessment using the DMHASIE;
    e) Physical examination/medical assessment, including TB testing as required by regulation;
    f) Treatment plan with specific goals and measurable objectives, reviewed and updated as clinically indicated and no less frequently than required by regulation;
    g) Tobacco use identified and addressed in the client's treatment plan;
    h) Individual and group counseling and progress notes;
    i) Education/didactic session notes;
    j) Acknowledgment of HIV counseling and testing authorization signed by client;
    k) Attendance sheet signed by client;
    l) Discharge/Continuum of Care plan.
    m) NJSAMS modules, including admission and discharge screens;
    n) Signed authorization(s) to allow transfer of the NJSAMS client record for all clients who are referred for continuing care to another substance abuse treatment provider.
3. The Contractor shall seek client approval to include the client's family and/or support system in the process for admission, treatment and discharge planning.
4. The Contractor shall offer all clients HIV testing, including the mandatory pre-test and post-test counseling, either on-site or by means of referral for same.
5. HIV testing must be offered at the time of admission and every six (6) months thereafter. HIV testing will not be required for admission to treatment; clients have the right to

refuse it, but they should be strongly encouraged to be tested. Pre- and post-test counseling, testing or test refusal by a client shall be documented in the client record.

6. The Contractor shall ensure that all clients testing positive for HIV, or who self-report as HIV positive, receive an initial referral for appropriate HIV medical treatment, and should be referred at least quarterly for a follow-up consultation. It is the responsibility of the Medical Director (or the Executive Director in the case where a program does not have a Medical Director) to ensure that clients receive referral to medical care for their HIV disease at an Early Intervention Program (EIP), HIV Care Center, or by a qualified physician selected by the client.
7. The Contractor shall ensure that clients found to be unemployed at the time of intake will be referred for vocational testing to the Division of Vocational Rehabilitation (DVR), County One-Stop Employment Center or other appropriate agency. Client records must document referral and follow-up on all vocational referrals.
8. The Contractor shall maintain full utilization of services funded through this contract without exceeding any approved DMHAS licensed capacity, as applicable. Utilization must be demonstrated through the maintenance of an up-to-date DMHAS-approved roster of active clients which includes at a minimum the following data elements:
   a) Client ID #
   b) Date of Admission to Treatment
   c) Discharge Date
   d) Family Income
   e) Family Size
   f) Treatment Modality/Level of Care
   g) Payer Source(s) e.g., DMHAS, County, Work First, Medicaid, Insurance, Self-pay,
   h) Total number of days of service at this level of care

G. Clinical Supervision

1. The Contractor shall ensure that clinical supervision in accordance with regulations at *N.J.A.C. 13:34C-1 et seq.*, *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* is provided for all treatment services funded through this contract.
2. The Contractor shall ensure that all clinical supervision is documented and that such documentation includes, at a minimum, the type of supervision (individual or group), the date and length of session, name of supervisor and supervisee, de-identified notes on cases reviewed, and content of supervision including core functions and knowledge, skills, and abilities that are the focus of supervision.

Section IV: South Jersey Initiative

1.The County Authority shall ensure that the funding designated on the Contract Information System (CIMS) in the DAS Service Type of Transportation Counties, aka "South Jersey Initiative (SJI)", shall be used to purchase transportation for clients who meet the DMHAS income eligibility criteria and the following:

1) adolescents ages 13 through 18

2) young adults ages 18 through 24
3) a resident in one of the following counties: Atlantic, Camden, Cumberland, Gloucester, Cape May, Ocean and Salem

Section V: Detoxification

1. The County Authority shall ensure that detoxification providers are to have the applicable license (Department of Health and Senior Services license for hospital-based sub-acute care detoxification services; Department of Human Services, DMHAS license for substance abuse treatment facilities providing sub-acute detoxification services) to operate a detoxification program on or before the effective date of the county contract/subcontract.
2. The Contractor shall ensure that funding designated on the CIMS, in the categories of **"Special Appropriation, Detoxification" and "Supplemental, Detoxification"** shall not be used to offset or supplant other current funding allocations for detoxification services, but rather, it shall be used for enhancement or expansion of existing sub-acute detoxification services.
3. This funding shall also be used to ensure that the following quality assurance standards are met in accordance with this contract:

a. Clients must have access to detoxification services 24 hours per day, seven (7) days per week.
b. The detoxification programs must document clinical necessity for the services provided in the client file, including:
    1) completed ASI;
    2) evidence-based withdrawal risk assessment tools such as the Clinical Institute Withdrawal Assessment (CIWA), Clinical Institute Narcotic Assessment Scale for Withdrawal Symptoms (CINA), Clinical Opiate Withdrawal Scale (COWS), etc.
    3) completed NJSAMS admission and discharge forms.
c. Client's yearly limits for detox are as follows:
    1) Level IV.D is 15 days per calendar year
    2) Level III.7D is 25 days per calendar year
e. The detoxification allocations are for sub-acute ASAM PPC-2R Level III.7D or Level III.7DE enhanced sub-acute detoxification services. The DMHAS will allow expanded use of detoxification funds for residential care under the following conditions:
    1) one or more patients has completed sub-acute detoxification and is seeking residential care,
    2) county allocation for residential care has been exhausted, and the annual allocation for residential care has been equal to or above the previous year's allocation
    3) the county submits a written request to the DMHAS Office of PREP for approval to use detoxification funds for residential services.

f. A maximum of ten percent (10%) of the supplemental allocation may be used to transport indigent clients to detoxification programs, or, following completion of detoxification, to rehabilitative treatment.

9. The Contractor shall understand that detoxification of adolescents (<18 years of age) is permitted based on clinical necessity. Clinical necessity shall be clearly documented in the client's file. Household income guidelines also apply to adolescents. Programs admitting adolescents must comply with all laws and regulations applicable to adolescent consent and authorization for service.
10. The Contractor shall ensure that funding supports services for ASAM PPC-2R Level III.7D or Level III.7DE detoxification. The services may be hospital-based or non-hospital based.
11. The Contractor shall ensure that clients receiving detoxification services are to be connected to continuum of care treatment services to ensure appropriate linkage and reduce recidivism. Contracts can be structured to incentivize provider agencies to ensure that detox clients are transitioned to the next level of care. Incentives shall be allowed with prior written approval from DMHAS Director, Office of PREP.
12. The Contractor shall ensure that client treatment plans address continuing care needs, along with a client agreement to ongoing treatment, upon admission to a detoxification program.
13. The Contractor shall ensure that formal, written affiliation agreements, for emergency services and other levels of detoxification or crisis care, are in place and maintained on file.
14. The Contractor shall make arrangements for, and document referral and transfer of, clients with medical complications. Triage to other services shall be performed on all clients admitted for detoxification services.
15. The Contractor shall ensure that protocols are to be in place to serve special populations such as pregnant women, non-English speaking persons, and persons with physical, sensory, developmental and/or cognitive disabilities.
16. The County Authority planning to avail its residents of ambulatory detoxification services shall obtain prior written approval from the DMHAS Director, Office of PREP. All such written requests will be made on a county-by-county basis.

NOT APPLICABLE to Subcontracts- ADDENDUM A: Accounting Rules Regarding County Matching Funds

Attachment C

PINNACLE TREATMENT CENTERS, NJ-III, LLC
DBA DELAWARE VALLEY MEDICAL, INC.

Must Possess and Maintain NJ Licensure for Short term/ IOP Assisted Treatment and Per NJ Dept. of Human Services/ Division of Mental Health and Addiction Services (NJDHS/DMHAS)

Must Deliver Services As Defined By and Available From NJ-DHS/DMHAS

ATTACHMENT D

Gloucester County Provider's Advisory Committee on Alcoholism and Drug Abuse (PACADA) REQUIREMENT

Statement of Adherence to attend two (2) of the three (3) Gloucester County Provider's Advisory Committee on Alcoholism and Drug Abuse (PACADA) meetings during the term of this calendar year contract.

I am aware that it is a condition of this contract that a representative of this agency be in attendance and participate in at least 2 of the 3 annual PACADA meetings which will be held during the term of this contract and I agree that we will comply with this condition.

Signature _____

Please Print

Agency: Pinnacle Treatment Centers NJ-III, LLC, DBA Delaware Valley Medical

Signed by: _____

Title: _____

Date: _____

SCHEDULE I

CERTIFICATION REGARDING SUB-GRANTEE LOBBYING

The undersigned certifies, to the best of his or her knowledge that:

a. No grant funds awarded from federal appropriations have been paid or will be paid, by or on behalf of the sub-grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the sub-grantee shall complete and submit the Standard Form-LLL, Disclosure Form to Report Lobbing, in accordance with its instructions. Contact the federal agency awarding the funds for a copy of form.

This requirement (certification) is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

NAME OF AGENCY

_____

NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY

_____

SIGNATURE OF ABOVE OFFICIAL DATE SIGNED

SCHEDULE II

CERTIFICATION REGARDING SUB-GRANTEE DEBARMENT AND SUSPENSION

In accordance to Federal Executive Order 12549, "Debarment and Suspension," the undersigned certified, to the best of his or her knowledge that as a sub-grantee this agency or its key employees:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form covered transactions by any Federal Department or agency, or by the State of New Jersey;

b. have not within a 3 year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense, in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state and antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

d. have not within a 3-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause of default.

NAME OF AGENCY

NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY

SIGNATURE OF ABOVE OFFICIAL DATE SIGNED

NOTE: The following documents related to debarment and suspension as required by federal regulations will be used as the basis for completion of this certification:

1. List of parties excluded from federal procurement or non-procurement programs. This document is distributed by **U.S. General Services Administration, U.S. Printing Office, Washington, D.C.** This document can be acquired from the Superintendent of Documents by calling (202) 783-3238.

2. Report of Suspension, Debarment and Disqualification's of Firms and Individuals, State of New Jersey. This document is distributed by the **Division Building and Construction, 50 Barracks St., P.O. Box 235, Trenton, New Jersey 08625-0235**.

CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
MARYVILLE, INC.

THIS CONTRACT is made effective this 21ST day of January, 2026, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **MARYVILLE, INC.**, with offices at 526 S. Burnt Mill Road, Voorhees, New Jersey 08043, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there is a need by Gloucester County to contract for the provision of of Residential Treatment, Detoxification Services, Outpatient Treatment, Sober Living/Oxford House, and Suboxone Treatment; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be from January 1, 2026 to December 31, 2028, with the option to extend for two (2) one (1) year terms.

2. **COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in the Contractor's proposal, which was submitted in response to the County's Request for Proposal# 25-053. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $377,500.00 per year, contingent on the availability of grant funding, of which an amount not to exceed $25,000.00 per year is the allocation for Residential Treatment; an amount not to exceed $12,500.00 per year is the allocation for Detoxification Services; an amount not to exceed $40,000.00 per year is the allocation for Outpatient Treatment; an amount not to exceed $250,000.00 per year is the allocation for Sober Living/Oxford House; and, an amount not to exceed $50,000.00 per year is the allocation for Suboxone Treatment.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP-25-053, and Contractor's responsive proposal, which are incorporated by reference in their entirety and made a part of this Contract, and Attachment A, B, C, D and Schedule I and II.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-25-053.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations

promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in RFP-25-053, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount

of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE**. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such

expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. METHODS OF WORK. Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. CHANGES. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

18. GOVERNING LAW, JURISDICTION AND VENUE. This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP-25-053 and Contractor's proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

THIS CONTRACT shall be effective the 21st day of January, 2026.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO,
DIRECTOR

ATTEST:

MARYVILLE, INC.

Name:
Title:

ATTACHMENT A

MARYVILLE, INC.

PROGRAM SPECIFICATIONS AND BUDGET:

NOTE: For Withdraw Management and Short Term Residential/ Outpatient and Intensive Outpatient/ Recovery Support Services/ Treatment and/ Or Detox Services the Licensing Standards and Regulations of the NJDHS/ Div. Of Mental Health and Addiction Services shall apply and Licensure shall be in place and maintained

Withdrawal Management & Short-Term Residential Treatment Program

1. Provide payment toward intake assessments/ short term residential/ evaluations/ treatment/ urine screens, transportation, case management, recovery support based on 18 unduplicated clients not to exceed $25,000.

2. Provide outpatient and Intensive outpatient assessments/ treatment/ peer recovery support/ case management/ transportation/ Family support not to exceed $40,000.00.

3. Provide Support Services towards sober living/ MAT appointments/ Peer Recovery/ transportation not to exceed $250,000.

4. Residential Detox not to exceed $12,500.

5. Suboxone treatment to exceed $50,000.

Reimbursement will be made on a fee-for-service basis through submission of periodic billing to Gloucester County Addiction Services

Work in cooperation with NJ-DMHAS regarding proper reporting procedure, client referrals, & utilization of electronic reporting systems, NJSAMs (Statistical Data Management); & DASIE (Income Eligibility).

IMPORTANT: MAT-Medication Assisted Treatment Mandate: All services must include education, introduction and information on an optimal recovery from MAT (Medication Assisted Treatment) for Opioid Addicted clients. Also, services must include availability and/or referral and induction of same as desired by clients. MAT is nationally promulgated, by SAMHSA, as the Best Practice for Opioid Addicted clients per scientific and statistically proven research indicating MAT increases recovery rates by 70+ % and reduces rate of death by overdose through reduction of relapse episodes. NOTE: This MAT criterion is for Gloucester County DHS/Addiction Services Contracting and is being placed in all treatment, prevention, intervention and recovery support contracts.

ATTACHMENT A
SHORT TERM/ IOP/MAINTENANCE

EXAMPLE OF APPROVAL FOR CLIENT TO RECEIVE SERVICES AS CONTRACTED

COUNTY LETTERHEAD DATE: _____

TO: Maryville Integrated Care

APPROVAL FOR COUNTY REIMBURSEMENT FOR SHORT TERM/ OUT PATIENT/ OR MAINTENANCE PROGRAM INTAKE ASSESSMENT AND RELATED SERVICE.

CLIENT (S) INITIALS (1ST AND 3RD INITIAL OF FIRST AND LAST NAME):

_____-

_____-

_____-

_____-

_____-

Approved by Gloucester County Alcoholism and Drug Abuse Office

Signed _____
Robert (Bob) Munson, Gloucester Co. Addiction Services, or
Robert Bamford, Director, Gloucester County Addiction Services

Copy of this signed document to be submitted by Maryville, Inc. to County as attachment for each request for reimbursement under the contract.

ATTACHMENT B
Adopted from NJDMHAS' ANNEX A
for Gloucester County Department of Human Services
NJDMHAS/Gloucester County Contract Number: **26-530-ADA-0**

ATTACHMENT B -TO GLOUCESTER COUNTY AGENCY CONTRACTS

ADDITIONAL CONTRACTING INFORMATION REQUIREMENTS PER NJDHS/ DIV. OF MENTAL HEALTH AND ADDICTION SERVICES

NOTE: Attachment B is meant for your information to know our county contract and contracting compliance requirements per NJ DMHAS's Annex A, the primary funding source for our County's Addiction's Office Services Funding. NJ DMHAS's Annex A (now Attachment B) contain the required conditions which your agency must meet as a part of this contract as applicable. Any part will be regarded as applicable if there arises any question with/for the County's compliance with the NJDMHAS Grant funding.

The County Authority that provides direct services ("County") and all of its subcontracted providers shall adhere to all contractual requirements stipulated herein.

ANNEX A- For County and Contractors

Chapter 51 of the Public Laws, or P.L., of 1989 amended Chapter 531 of P.L 1983 that had established the Alcohol, Education, Rehabilitation and Enforcement Fund, or AEREF, as a non-lapsing, revolving fund "only [to] be distributed to the counties…pursuant to the formula set forth in section 5 of this [1983] act…to develop and implement an annual comprehensive plan for the treatment of alcoholics and drug abusers." Annex A establishes the requirements of a county government that seeks to receive an allotment of AEREF and state discretionary fund, or SDF, dollars. The requirements in the Annex A form a contract between the Division of Mental Health and Addiction Services (DMHAS), and the applicant county. The County Authority shall adhere to all contractual requirements stipulated herein.

Section I: Requirements of the County Authority
Not Applicable: Section I-A. "General Requirements" through Section D., "Additional Requirements of the County…"- not applicable to Contractors.

The following is applicable contractors: Section E

1. The County Authority shall report to DMHAS annually on the progress made towards implementing substance abuse prevention, early intervention, treatment and recovery support goals, objectives, strategic utilization of resources, and numbers of clients served. Progress reports shall be sent to the Director, Office of PREP in a format to be provided by same.

Section E. - #s 2 and 3. – Not Applicable to Contractors.

Section F - #s 1, 2, and 3. – Not Applicable to Contractors.

The following is applicable to Contractors: Section F. - #4

3. Evidence-based Programming Requirement In calendar year 2016, the county shall move in the direction of using AEREF and SDF dollars to obtain and deploy evidence-based programs for all prevention, early intervention, treatment and recovery support services by the start of calendar year 2017.

Not Applicable: Section G. & H. – G. "Establishment of a Local Advisory" through Section H. "Unification Planning and Collaboration…"- not applicable to Contractors.

The following is applicable to Contractors: Section I- J. through Section 1-L. Numbers 1-8 H.

I. Solicitations of Third-Party Service Contractors

1. All treatment providers, without exception, shall be licensed by DHS-Office of Licensing to provide the contracted or subcontracted services at the time of entering into any contractual relationship with the County Authority.
2. All Contractors and Subcontractors and county-operated programs funded under this contract shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* that establish standards for licensure of substance abuse treatment facilities.
3. All Contractors and Subcontractors and county-operated programs funded under this contract shall comply with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education, examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and alcohol addiction related disorders.
4. The County Authority shall develop and maintain a formal process for soliciting, receiving and reviewing competitive proposals or bids on service contracts for all alcohol and drug abuse services required by the CCP and the corresponding County Comprehensive Alcohol and Drug Abuse Services contract. The county shall adhere to the DMHAS/DHS procurement rules. This shall include a process for:
    a. public announcement of the availability of funds for alcohol and drug abuse services;
    b. committee review by the LACADA of all competitive proposals/bids;
    c. documentation of committee review and funding recommendations; and
    d. allocation of funds based on the DMHAS-approved CCP.
5. The County Authority shall forward a description of its bid solicitation and selection process, including the calendar for all steps in the process to DMHAS.
6. When transferring funds to any other municipal, state or county entity, there shall be an agreement such as an MOA that details the transfer of funds and the scope of services. The

County Authority will monitor those services as required for contracts.

J. Requirement to Obtain DMHAS Approval of Contracts, MOAs, or MOUs

1. The County Authority shall submit copies of all executed Contracts or other third party service provision agreements, such as Memoranda of Agreement (MOA) or Memoranda of Understanding (MOU), to the DMHAS Office of PREP no later than April 15 of the contract year for which services are being purchased.
2. Funds will not be released to the county for any services for which the executed contracts or agreements have not been submitted to, and approved by the DMHAS Office of PREP.
3. New Jersey DMHAS will not honor any county request for reimbursement of services rendered by any third party service provider unless and until the county's agreement with said third party service provider has been approved by the DMHAS Office of Planning, Research, Evaluation, and Prevention.
4. Expenditure reports requesting reimbursement for services provided without a DMHAS-approved contract or other written agreement will be returned to the county and will not be reimbursed.
5. The County Authority shall ensure that the DMHAS Office of Planning, Research, Evaluation, and Prevention approves any and all subcontracts, MOAs, MOUs or any other instrument of agreement with each third-party service provider prior to the service start date.

K. Fiscal Requirements

1. The County Authority shall assure that all contracted third-party service providers have been informed and apprised of the applicable Cost Principles governing subcontracts as appropriate under one or more of the following general categories:
    a. State and Federal Governments
    b. Non-profit Organizations
    c. Educational Institutions
    d. Hospitals
    e. For Profit Organizations
2. The County Authority shall maintain records of the county process for procuring any third party services. This process shall ensure that the county authority, or contractor, and any third party treatment service subcontractor are required to report admission, discharge, and other required data elements on the New Jersey Substance Abuse Monitoring System (NJSAMS).
3. The County Authority shall monitor contractor performance to verify that services invoiced under this contract have been provided.
4. The County Authority shall, in each quarter of the contract year, report the following items to DMHAS by entering into the expenditure report section of the county's PRAG the:
    a. total cost of its direct service provision charged against this AEREF and SDF contract,
    b. sum of service invoices it received from each contracted service provider,

c. total number of residents that it admitted to its direct service program and charged against the county AEREF and SDF account,
d. total number of residents each contracted service provider admitted to its care

5. It shall be the County Authority's responsibility to establish its own administrative procedure for collecting this fiscal data and entering it into the aforementioned PRAG on the correct line for each subcontractor in the "Quarterly Expenditure Report" section of the PRAG.
6. The County Authority shall monitor all third-party expenditures and ensure that at a minimum an annual financial and compliance audit is conducted and submitted to the DMHAS Office of PREP no later than 120 days after the expiration of the contract term.
7. "Payer of Last Resort" Requirement
   The County Authority as a direct service provider or as a purchaser of treatment services from third party providers shall verify that services funded with AEREF or SDF dollars are not reimbursable by other federal or state funding sources, including Medicaid, federal Block Grant or other special grant dollars or budgeted state or fee-for-service contracts, or by private insurance. Any discrepancies discovered via county monitoring must to be reported to the DMHAS Director, Office of PREP.
8. Program Monitoring Requirement
   a. The County Authority shall monitor all third-party expenditures and ensure that at a minimum:
      1) An annual financial and compliance audit is conducted and submitted to the DMHAS Office of PREP no later than 120 days after the expiration of the contract term.
      2) An annual on-site programmatic and fiscal records review is conducted to ensure that adequate programmatic and financial controls are in place and that the agency is in compliance with the terms and conditions of the prime contract as it relates to specific requirements contained in Annexes A and C of this contract.
   b. The County Authority shall conduct annual site visits:
      a. Using the DMHAS Annual Site Visit Monitoring Review Form, or another monitoring instrument approved by the DMHAS Director, Office of PREP.
      b. Copies of the completed site visit monitoring review forms are to be submitted to the DMHAS Director, Office of PREP within 30 days of report completion.
      c. Copies of the reports are to be retained in the County Alcohol and Drug Abuse Director's office for at least three (3) years;
   c. The County Authority shall conduct additional programmatic reviews of the Contractor if one or more of the indicators listed below become evident. Copies of additional programmatic reviews are to be submitted to the DMHAS Director, Office of PREP within 30 days:
      1) non-compliance with timely submission of quarterly progress or financial reports;
      2) underutilization of service levels, as agreed to in the Contract;
      3) unqualified addictions staff, or a lack of continuing education plans for direct service staff, as stated in the subcontract;

4) unmet corrective action plan from previous monitoring cycle;
5) negative community or client feedback.

d. When requested, programmatic review of contractor is to include cooperation and collaboration with the DMHAS Director, Office of PREP.
e. The County Authority shall notify the DMHAS Director, Office of PREP of scheduled trainings or technical assistance sessions offered to contractors.
f. The County Authority shall require all contracted treatment providers to submit monthly rosters of all clients receiving services under this contract to the County authority using the DMHAS approved roster form. The County Authority shall maintain these rosters on file.
g. Contracting for treatment services outside of the State of New Jersey is prohibited without prior written approval from the DMHAS Deputy Director. Requests for waivers must be in writing and demonstrate that services cannot be procured within the state of New Jersey. Out-of-state agencies must have appropriate licensure and accreditations, be accessible to county clients, and supply required programmatic and financial reports. Waiver request must be submitted to the DMHAS Director of PREP prior to executing any contracts with out-of-state provider agencies and no less than one month prior to the DMHAS contract application due date. If out-of-state waivers are granted by the DMHAS, all contracting requirements apply.
h. The County Authority, if providing direct services, and contracted service providers shall notify the CADAD of any changes in replacing key Personnel including the Executive Director, Medical Director and/or Director of Substance Abuse Counseling funded under or performing duties related to this contract, and to notify DMHAS Director, Office of PREP of any such changes as required by *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*

Not Applicable: Section II "Requirements of County Authorities that Provide Direct Services" - not applicable to contracting.

The following is applicable to Contractors:

Section III

A. "Contractor Provides Services Directly and/or Through Approved Subcontractors"
(All responsibilities of Contractor are applicable to approved Subcontractor)

1. The Contractor shall comply with the programmatic and fiscal terms and conditions described and approved by the DMHAS and/or the county, as applicable, in its contract (subcontract) application, and any other standards or special terms or conditions noted in the contract (subcontract) award. Failure to carry out the program as described in the approved application may result in suspension, termination and/or ineligibility for future funding.
2. The Contractor shall comply with the electronic security and privacy standards set forth

under the *Health Insurance Portability and Accountability Act of 1996 (HIPAA)* and shall adhere to the standards prescribed by the *Confidentiality of Alcohol and Drug Abuse Patient Records, (42 CFR, Part 2)*. Client records must be maintained for a minimum of 10 years in accordance with *N.J.S.A. 26:8-5 et seq.* and disposed of in the manner prescribed therein. Information obtained from NJSAMS will be made public only as aggregate data which cannot be used to identify any person receiving substance abuse treatment.

3. The Contractor shall accurately complete the NJSAMS modules, including admission and discharge screens, within three (3) days post admission and three (3) days post discharge for any new or continuing care client who is changing level of care placement. The NJSAMS discharge screens must be completed for all clients who have completed treatment at the level of care determined at treatment admission whether the client has completed the treatment plan or not.
4. The Contractor shall ensure that all services provided will be documented and maintained in individual client files.
5. The Contractor shall ensure that all clinical and fiscal program records for the current and most recent two (2) contract periods are maintained on-site in the administrative or clinical office, and can be accessed from NJSAMS for client records reported in NJSAMS.
6. The Contractor shall retain, for a period of no less than three (3) years, records of all expenditures for equipment, software, labor and service costs associated with NJSAMS reporting requirement compliance under this contract (subcontract).
7. The Contractor shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C.10:161B-1 et seq.* that establish standards for outpatient and residential licensure of substance abuse treatment facilities.
8. The Contractor shall provide all services under this contract (subcontract) in a smoke-free environment.
9. The Contractor is prohibited from distributing hypodermic needles or syringes, e.g., implementing a "needle exchange" program under this contract (subcontract.)
10. The Contractor shall ensure, in so far as possible, that written inter-agency affiliation agreements with other agencies are established, maintained and annually updated to support the referral of clients who have special needs or require ancillary services.
11. The Contractor shall ensure, in so far as possible, that written inter-agency affiliation agreements with community-based providers of mental health services are established, maintained and annually updated to support the referral of clients who have co-occurring mental health treatment needs to a licensed provider capable of, at a minimum, clinical assessment, medication prescription and management on an outpatient basis. Obstacles to such affiliation agreements shall not limit the eligibility of the Contractor and Subcontractor to serve as a substance abuse treatment provider but must be reported to the DMHAS Director, Office of PREP for assistance.

B. <u>Fiscal</u>

1. The Contractor shall accurately complete and submit, according to instructions and timeframes provided, all reports as required by the contracting agency, including but not limited to contract expenditure, progress and closeout reports. Counties providing direct

services must submit a complete roster of all active clients to the DMHAS Office of Quality Assurance on a monthly basis on the DMHAS-approved roster form. This should be submitted to DMHAS within five (5) working days of the end of the month.

2. The Contractor shall disclose to its governing body all related party transactions (i.e., purchase of goods or services by the Contractor/Subcontractor including building or vehicle leasing) of employees, governing Board members and/or their families, and maintain a record of the disclosure(s) on the premises for DMHAS and/or county review, as applicable. In order to avoid potential conflicts of interest, all transactions of related parties must be addressed in the agency audit.
3. The Contractor shall provide staff, facilities, equipment and supplies as needed to efficiently, economically and effectively satisfy the requirements of this contract.
4. The Contractor agency shall develop and maintain written policies and procedures which ensure the proper administrative controls for this contract (subcontract). Copies should be placed in a policy manual for easy access and review. The content of this manual should include protocols for communications with the governing body, and policies relating to internal controls, procurement, travel and personnel.
5. The Contractor shall ensure that funds made available under this contract (subcontract) will not be used to supplant other funding.
6. The Contractor must ensure that funds made available under this contract (subcontract) will not be used for sectarian instruction and/or purposes.
7. The Contractor shall ensure that reimbursement for substance abuse treatment and/or recovery support services rendered to clients who meet DMHAS income and eligibility requirements utilize the following terms and conditions:
    a. The Contractor shall ensure that these funds are utilized for the provision of services to clients who meet criteria for DMHAS publicly-funded services as outlined in the DMHAS Income Eligibility Policy TS-2-22-2010.
        1) The Contractor shall not discharge clients in order to receive alternate clients at higher reimbursement rate.
        2) The program shall use the Division of Addiction Services Income Eligibility (DASIE) module to determine client eligibility for both fiscal and programmatic criteria.
        3) A signed copy of the DMHAS Income Eligibility Report must be kept in each individual client's file.
        4) The Contractor shall ensure that funds made available under this agreement will not be used to supplant other funding.
        5) Attempts shall be made to obtain reimbursement from the client's health insurance company and ensure that there is no other payer, public or private, for the patient before and when utilizing DMHAS funding.
        6) When a client has other health insurance, such benefits must be used first and to the fullest extent before utilizing DMHAS funding.
        7) DAS funding may not be utilized for insurance co-pays.
    b. The Contractor cannot bill Medicaid or the Substance Abuse Initiative (SAI) for the same service provided on the same day.
    c. The Contractor must have a Client Sliding Fee Scale policy and procedure approved by the Board, unless no additional fees beyond the DMHAS funding amount are charged to clients. The sliding fee scale must start at "zero." A copy of the Client

Sliding Fee Scale Policy and Procedure, including the Fee Schedule, must be submitted to the county for approval as part of the contract application.

d. The County Authority may engage subcontracted service providers in single-year annually-renewable sub-contracts in all but the final year of a planning cycle. The county authority may not enter into subcontracts with any service provider beyond the final year of any planning cycle. Contract renewal must be contingent upon (1) the county authority's evaluation of provider performance in meeting one or more stated objectives of the original or modified CCP and, therefore, (2) the continued relevance of the service provided to the implementation of the CCP.

C. Staffing

1. The Contractor shall ensure that all personnel hired and/or funded under this contract meet all educational and experiential requirements as stated in this contract including compliance with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and/or alcohol addiction related disorders.
2. The County Authority shall make professional planning education, substance abuse training and technical assistance opportunities available to county employees involved in County Plan development and service provision, and to the LACADA members.
3. The Contractor shall ensure that all staff members funded under this contract and subcontract, are available on-site during scheduled working hours unless attending off-site meetings, conferences, etc. which are directly related to contract (subcontract)operations. Staff schedules must be maintained and available for review.
4. The Contractor, in providing direct treatment services, shall designate the following personnel:
    a. Experienced staff person(s) for all agencies treating youth, or women and their dependent children to assess and address issues relating to potential child abuse and neglect, and to serve as liaison with the local Division of Youth and Family Services (DYFS) or other appropriate agencies;
    b. Staff person(s) to coordinate or provide cultural competence sensitivity skills training annually to all staff; and
    c. Appropriate staff person (s) to attend training sessions provided or sponsored by DMHAS on the Addiction Severity Index (ASI), American Society of Addiction Medicine Patient Placement Criteria 2-R (ASAMPPC-2R). HIV counseling and testing, and other training sessions as required by DMHAS.

D. Criminal Background Checks

1. The Contractor shall ensure that full state-level criminal background checks are initiated at the time of employment for all employees, staff, volunteers, interns and any other Subcontractors or service providers who routinely interact with clients to provide any treatment, prevention, and recovery support services, including transportation, funded under this contract.
2. The Contractor shall ensure that full state-level background checks supported by

fingerprints are initiated at the time of employment for all employees, staff, volunteers, interns and any other Subcontractors or service providers who routinely interact with adolescent clients or minor children to provide treatment, prevention, and recovery support services, including transportation and childcare, funded under this contract.

3. The Contractor shall ensure that documentation of completed background checks are maintained in staff personnel files.
4. The Contractor providing direct client services may use DMHAS contract funds to support the cost of required criminal background checks. The county authority shall submit with the final expenditure report for this contract year a listing of related costs. The County may opt to cost-share the expense of required criminal background checks with its Subcontractors.

E. Admissions Priority Criteria

1. The Contractor shall ensure that all individuals admitted to treatment are properly assessed, and meet the admission criteria outlined in the Contractor (Subcontractor) policy manual.
2. The Contractor shall maintain a written policy regarding priority for admissions. This policy shall be visibly posted in a visible location within the agency. The Contractor (Subcontractor) shall at all times grant admission to treatment for priority populations in the following order:
    a) Injecting drug using pregnant women;
    b) Pregnant women;
    c) Injecting drug users;
    d) all other alcohol and drug users.
3. If a Contractor is at full capacity and unable to admit an IVDU pregnant woman or pregnant woman presenting for admission, it shall immediately refer the individual to another facility or make interim services available within 48 hours. At a minimum, interim services include counseling and education about:
    a) HIV and Tuberculosis (TB),
    b) risks of needle-sharing for both acquiring and transmitting HIV infection to sexual partners and infants,
    c) steps to take to ensure that HIV and TB transmission does not occur,
    d) referral for HIV or TB treatment services.
    e) effects of alcohol and drug use on the fetus
    f) referral for prenatal care.

F. Clinical Services and Records

1. The Contractor shall ensure that treatment services under this contract (subcontract) are provided in accordance with regulations at *N.J.A.C. 13:34C-1 et seq., N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*
2. The Contractor shall maintain an adequate client record system for all services provided under this contract in accordance with all applicable licensure and contractual requirements. This record system shall be available for review and include but not be limited to:

a) Adequate documentation to support first-and third-party billings, including eligibility for cost sharing and Medicaid reimbursement;
b) Client assessment using the ASI;
c) Documentation of client level of care determination according to the ASAMPPC2-R; DSM IV-TR diagnosis;
d) Household income assessment using the DMHASIE;
e) Physical examination/medical assessment, including TB testing as required by regulation;
f) Treatment plan with specific goals and measurable objectives, reviewed and updated as clinically indicated and no less frequently than required by regulation;
g) Tobacco use identified and addressed in the client's treatment plan;
h) Individual and group counseling and progress notes;
i) Education/didactic session notes;
j) Acknowledgment of HIV counseling and testing authorization signed by client;
k) Attendance sheet signed by client;
l) Discharge/Continuum of Care plan.
m) NJSAMS modules, including admission and discharge screens;
n) Signed authorization(s) to allow transfer of the NJSAMS client record for all clients who are referred for continuing care to another substance abuse treatment provider.

3. The Contractor shall seek client approval to include the client's family and/or support system in the process for admission, treatment and discharge planning.
4. The Contractor shall offer all clients HIV testing, including the mandatory pre-test and post-test counseling, either on-site or by means of referral for same.
5. HIV testing must be offered at the time of admission and every six (6) months thereafter. HIV testing will not be required for admission to treatment; clients have the right to refuse it, but they should be strongly encouraged to be tested. Pre- and post-test counseling, testing or test refusal by a client shall be documented in the client record.
6. The Contractor shall ensure that all clients testing positive for HIV, or who self-report as HIV positive, receive an initial referral for appropriate HIV medical treatment, and should be referred at least quarterly for a follow-up consultation. It is the responsibility of the Medical Director (or the Executive Director in the case where a program does not have a Medical Director) to ensure that clients receive referral to medical care for their HIV disease at an Early Intervention Program (EIP), HIV Care Center, or by a qualified physician selected by the client.
7. The Contractor shall ensure that clients found to be unemployed at the time of intake will be referred for vocational testing to the Division of Vocational Rehabilitation (DVR), County One-Stop Employment Center or other appropriate agency. Client records must document referral and follow-up on all vocational referrals.
8. The Contractor shall maintain full utilization of services funded through this contract without exceeding any approved DMHAS licensed capacity, as applicable. Utilization must be demonstrated through the maintenance of an up-to-date DMHAS-approved roster of active clients which includes at a minimum the following data elements:
   a) Client ID #
   b) Date of Admission to Treatment
   c) Discharge Date
   d) Family Income

e) Family Size
f) Treatment Modality/Level of Care
g) Payer Source(s) e.g., DMHAS, County, Work First, Medicaid, Insurance, Self-pay,
h) Total number of days of service at this level of care

G. Clinical Supervision

1. The Contractor shall ensure that clinical supervision in accordance with regulations at *N.J.A.C. 13:34C-1 et seq.*, *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* is provided for all treatment services funded through this contract.
2. The Contractor shall ensure that all clinical supervision is documented and that such documentation includes, at a minimum, the type of supervision (individual or group), the date and length of session, name of supervisor and supervisee, de-identified notes on cases reviewed, and content of supervision including core functions and knowledge, skills, and abilities that are the focus of supervision.

Section IV: South Jersey Initiative

1.The County Authority shall ensure that the funding designated on the Contract Information System (CIMS) in the DAS Service Type of Transportation Counties, aka "South Jersey Initiative (SJI)", shall be used to purchase transportation for clients who meet the DMHAS income eligibility criteria and the following:

1) adolescents ages 13 through 18
2) young adults ages 18 through 24
3) a resident in one of the following counties: Atlantic, Camden, Cumberland, Gloucester, Cape May, Ocean and Salem

Section V: Detoxification

1. The County Authority shall ensure that detoxification providers are to have the applicable license (Department of Health and Senior Services license for hospital-based sub-acute care detoxification services; Department of Human Services, DMHAS license for substance abuse treatment facilities providing sub-acute detoxification services) to operate a detoxification program on or before the effective date of the county contract/subcontract.
2. The Contractor shall ensure that funding designated on the CIMS, in the categories of **"Special Appropriation, Detoxification" and "Supplemental, Detoxification"** shall not be used to offset or supplant other current funding allocations for detoxification services, but rather, it shall be used for enhancement or expansion of existing sub-acute detoxification services.
3. This funding shall also be used to ensure that the following quality assurance standards are met in accordance with this contract:
   a. Clients must have access to detoxification services 24 hours per day, seven (7) days per week.
   b. The detoxification programs must document clinical necessity for the services provided in the client file, including:

1) completed ASI;
2) evidence-based withdrawal risk assessment tools such as the Clinical Institute Withdrawal Assessment (CIWA), Clinical Institute Narcotic Assessment Scale for Withdrawal Symptoms (CINA), Clinical Opiate Withdrawal Scale (COWS), etc.
3) completed NJSAMS admission and discharge forms.

c. Client's yearly limits for detox are as follows:
1) Level IV.D is 15 days per calendar year
2) Level III.7D is 25 days per calendar year

e. The detoxification allocations are for sub-acute ASAM PPC-2R Level III.7D or Level III.7DE enhanced sub-acute detoxification services. The DMHAS will allow expanded use of detoxification funds for residential care under the following conditions:
1) one or more patients has completed sub-acute detoxification and is seeking residential care,
2) county allocation for residential care has been exhausted, and the annual allocation for residential care has been equal to or above the previous year's allocation
3) the county submits a written request to the DMHAS Office of PREP for approval to use detoxification funds for residential services.

f. A maximum of ten percent (10%) of the supplemental allocation may be used to transport indigent clients to detoxification programs, or, following completion of detoxification, to rehabilitative treatment.

9. The Contractor shall understand that detoxification of adolescents (<18 years of age) is permitted based on clinical necessity. Clinical necessity shall be clearly documented in the client's file. Household income guidelines also apply to adolescents. Programs admitting adolescents must comply with all laws and regulations applicable to adolescent consent and authorization for service.
10. The Contractor shall ensure that funding supports services for ASAM PPC-2R Level III.7D or Level III.7DE detoxification. The services may be hospital-based or non-hospital based.
11. The Contractor shall ensure that clients receiving detoxification services are to be connected to continuum of care treatment services to ensure appropriate linkage and reduce recidivism. Contracts can be structured to incentivize provider agencies to ensure that detox clients are transitioned to the next level of care. Incentives shall be allowed with prior written approval from DMHAS Director, Office of PREP.
12. The Contractor shall ensure that client treatment plans address continuing care needs, along with a client agreement to ongoing treatment, upon admission to a detoxification program.
13. The Contractor shall ensure that formal, written affiliation agreements, for emergency services and other levels of detoxification or crisis care, are in place and maintained on file.
14. The Contractor shall make arrangements for, and document referral and transfer of, clients with medical complications. Triage to other services shall be performed on all clients admitted for detoxification services.
15. The Contractor shall ensure that protocols are to be in place to serve special populations such as pregnant women, non-English speaking persons, and persons with physical, sensory, developmental and/or cognitive disabilities.

16. The County Authority planning to avail its residents of ambulatory detoxification services shall obtain prior written approval from the DMHAS Director, Office of PREP. All such written requests will be made on a county-by-county basis.

NOT APPLICABLE to Subcontracts- ADDENDUM A: Accounting Rules Regarding County Matching Funds

ATTACHMENT C

MARYVILLE, INC.

Must Possess and Maintain NJ Licensure for Short term/ IOP Assisted Treatment and Per NJ Dept. Of Human Services/Division of Mental Health And Addiction Services (NJDHS/DMHAS)

Must Deliver Services As Defined By and Available From NJ-DHS/DMHAS

ATTACHMENT D

Gloucester County Provider's Advisory Committee on Alcoholism and Drug Abuse (PACADA) REQUIREMENT

Statement of Adherence to attend two (2) of the three (3) Gloucester County Provider's Advisory Committee on Alcoholism and Drug Abuse (PACADA) meetings during the term of this calendar year contract.

I am aware that it is a condition of this contract that a representative of this agency be in attendance and participate in at least 2 of the 3 annual PACADA meetings which will be held during the term of this contract and I agree that we will comply with this condition.

Signature _____

Please Print

Agency: Maryville, Inc.

Signed by: Jared Levy

Title: Chief Executive Officer

Date: _____

SCHEDULE I

CERTIFICATION REGARDING SUB-GRANTEE LOBBYING

The undersigned certifies, to the best of his or her knowledge that:

a. No grant funds awarded from federal appropriations have been paid or will be paid, by or on behalf of the sub-grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,
b. amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

c. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the sub-grantee shall complete and submit the Standard Form-LLL, Disclosure Form to Report Lobbing, in accordance with its instructions. Contact the federal agency awarding the funds for a copy of form.

This requirement (certification) is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

NAME OF AGENCY

_____

NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY

_____

SIGNATURE OF ABOVE OFFICIAL DATE

SCHEDULE II

CERTIFICATION REGARDING SUB-GRANTEE DEBARMENT AND SUSPENSION

In accordance to Federal Executive Order 12549, "Debarment and Suspension," the undersigned certified, to the best of his or her knowledge that as a sub-grantee this agency or its key employees:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form covered transactions by any Federal Department or agency, or by the State of New Jersey;

b. have not within a 3 year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense, in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state and antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

d. have not within a 3-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause of default.

NAME OF AGENCY

NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY

SIGNATURE OF ABOVE OFFICIAL DATE

NOTE: The following documents related to debarment and suspension as required by federal regulations will be used as the basis for completion of this certification:

1. List of parties excluded from federal procurement or non-procurement programs. This document is distributed by **U.S. General Services Administration, U.S. Printing Office, Washington, D.C.** This document can be acquired from the Superintendent of Documents by calling (202) 783-3238.

2. Report of Suspension, Debarment and Disqualification's of Firms and Individuals, State of New Jersey. This document is distributed by the **Division Building and Construction, 50 Barracks St., P.O. Box 235, Trenton, New Jersey 08625-0235**.

CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CENTER FOR FAMILY SERVICES, INC.

THIS CONTRACT is made effective this 21ST day of January, 2026, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **CENTER FOR FAMILY SERVICES, INC.**, with offices at 584 Benson Street, Camden, New Jersey 08103, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there is a need by Gloucester County to contract for the provision of outpatient treatment and intensive outpatient treatment utilizing NJSAMs, abuse services, prevention/education due to homeless and abuse, and Together Youth Shelter; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be from January 1, 2026 to December 31, 2028, with the option to extend for two (2) one (1) year terms.

2. **COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in the Contractor's proposal, which was submitted in response to the County's Request for Proposal# 25-053. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $20,000.00 per year, contingent on the availability of grant funding.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP-25-053, and Contractor's responsive proposal, which are incorporated by reference in their entirety and made a part of this Contract, and Attachment A, B, C, D and Schedule I and II.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-25-053.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county

employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in RFP-25-053, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or

damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP-25-053 and Contractor's proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

THIS CONTRACT shall be effective the 21st day of January, 2026.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO,
DIRECTOR

ATTEST:

CENTER FOR FAMILY SERVICES, INC.

Name:
Title:

ATTACHMENT A

Center for Family Services, Inc.

PROGRAM SPECIFICATIONS AND BUDGET:

NOTE: For Delivery of Opioid Maintenance Treatment and /or Detox Services the Licensing Standards and Regulations of the NJDHS/ Div. of Mental Health and Addiction Services shall apply and Licensure shall be in place and maintained.

Outpatient and Intensive Outpatient Abusive Services/ Social Services for the Homeless Together Youth Shelter

1. Provide Prevention and Education services for Youth within Together Youth Shelter. Hotline calls will provide information and counseling ($26.50 per unit), Group Counseling ($26.50 per unit), Individual Counseling ($26.50 per unit), Intake/ Assessment ($26.50 per unit), Family Sessions ($26.50 per unit), Parent Sessions ($26.50 per unit), Case Management/ Advocacy within other agencies ($26.50 per unit), Provide Monthly Interval Follow Ups ($26.45 per unit) not to exceed $20,000.00.

Reimbursement will be made on a fee-for-service basis through submission of periodic billing to Gloucester County Addiction Services

Work in cooperation with NJ-DMHAS regarding proper reporting procedure, client referrals, & utilization of electronic reporting systems, NJSAMs (Statistical Data Management); & DASIE (Income Eligibility).

ATTACHMENT B
Adopted from NJDMHAS' ANNEX A
for Gloucester County Department of Human Services
NJDMHAS/Gloucester County Contract Number: **26-530-ADA-0**

ATTACHMENT B -TO GLOUCESTER COUNTY AGENCY CONTRACTS

ADDITIONAL CONTRACTING INFORMATION REQUIREMENTS PER NJDHS/ DIV. OF MENTAL HEALTH AND ADDICTION SERVICES

NOTE: Attachment B is meant for your information to know our county contract and contracting compliance requirements per NJ DMHAS's Annex A, the primary funding source for our County's Addiction's Office Services Funding. NJ DMHAS's Annex A (now Attachment B) contain the required conditions which your agency must meet as a part of this contract as applicable. Any part will be regarded as applicable if there arises any question with/for the County's compliance with the NJDMHAS Grant funding.

The County Authority that provides direct services ("County") and all of its subcontracted providers shall adhere to all contractual requirements stipulated herein.

ANNEX A- For County and Contractors

Chapter 51 of the Public Laws, or P.L., of 1989 amended Chapter 531 of P.L 1983 that had established the Alcohol, Education, Rehabilitation and Enforcement Fund, or AEREF, as a non-lapsing, revolving fund "only [to] be distributed to the counties…pursuant to the formula set forth in section 5 of this [1983] act…to develop and implement an annual comprehensive plan for the treatment of alcoholics and drug abusers." Annex A establishes the requirements of a county government that seeks to receive an allotment of AEREF and state discretionary fund, or SDF, dollars. The requirements in the Annex A form a contract between the Division of Mental Health and Addiction Services (DMHAS), and the applicant county. The County Authority shall adhere to all contractual requirements stipulated herein.

Section I: Requirements of the County Authority
Not Applicable: Section I-A. "General Requirements" through Section D., "Additional Requirements of the County…"- not applicable to Contractors.

The following is applicable contractors: Section E

1. The County Authority shall report to DMHAS annually on the progress made towards implementing substance abuse prevention, early intervention, treatment and recovery
2. support goals, objectives, strategic utilization of resources, and numbers of clients served. Progress reports shall be sent to the Director, Office of PREP in a format to be provided

by same.

Section E. - #s 2 and 3. – Not Applicable to Contractors.

Section F - #s 1, 2, and 3. – Not Applicable to Contractors.

The following is applicable to Contractors: Section F. - #4

3. Evidence-based Programming Requirement In calendar year 2016, the county shall move in the direction of using AEREF and SDF dollars to obtain and deploy evidence-based programs for all prevention, early intervention, treatment and recovery support services by the start of calendar year 2017.

Not Applicable: Section G. & H. – G. "Establishment of a Local Advisory" through Section H. "Unification Planning and Collaboration..."- not applicable to Contractors.

The following is applicable to Contractors: Section I- J. through Section 1-L. Numbers 1-8 H.

I. Solicitations of Third-Party Service Contractors

1. All treatment providers, without exception, shall be licensed by DHS-Office of Licensing to provide the contracted or subcontracted services at the time of entering into any contractual relationship with the County Authority.
2. All Contractors and Subcontractors and county-operated programs funded under this contract shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* that establish standards for licensure of substance abuse treatment facilities.
3. All Contractors and Subcontractors and county-operated programs funded under this contract shall comply with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education, examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and alcohol addiction related disorders.
4. The County Authority shall develop and maintain a formal process for soliciting, receiving and reviewing competitive proposals or bids on service contracts for all alcohol and drug abuse services required by the CCP and the corresponding County Comprehensive Alcohol and Drug Abuse Services contract. The county shall adhere to the DMHAS/DHS procurement rules. This shall include a process for:
    a. public announcement of the availability of funds for alcohol and drug abuse services;
    b. committee review by the LACADA of all competitive proposals/bids;
    c. documentation of committee review and funding recommendations; and
    d. allocation of funds based on the DMHAS-approved CCP.
5. The County Authority shall forward a description of its bid solicitation and selection process, including the calendar for all steps in the process to DMHAS.

6. When transferring funds to any other municipal, state or county entity, there shall be an agreement such as an MOA that details the transfer of funds and the scope of services. The County Authority will monitor those services as required for contracts.

J. Requirement to Obtain DMHAS Approval of Contracts, MOAs, or MOUs

1. The County Authority shall submit copies of all executed Contracts or other third party service provision agreements, such as Memoranda of Agreement (MOA) or Memoranda of Understanding (MOU), to the DMHAS Office of PREP no later than April 15 of the contract year for which services are being purchased.
2. Funds will not be released to the county for any services for which the executed contracts or agreements have not been submitted to, and approved by the DMHAS Office of PREP.
3. New Jersey DMHAS will not honor any county request for reimbursement of services rendered by any third-party service provider unless and until the county's agreement with said third party service provider has been approved by the DMHAS Office of Planning, Research, Evaluation, and Prevention.
4. Expenditure reports requesting reimbursement for services provided without a DMHAS-approved contract or other written agreement will be returned to the county and will not be reimbursed.
5. The County Authority shall ensure that the DMHAS Office of Planning, Research, Evaluation, and Prevention approves any and all subcontracts, MOAs, MOUs or any other instrument of agreement with each third-party service provider prior to the service start date.

K. Fiscal Requirements

1. The County Authority shall assure that all contracted third-party service providers have been informed and apprised of the applicable Cost Principles governing subcontracts as appropriate under one or more of the following general categories:
    a. State and Federal Governments
    b. Non-profit Organizations
    c. Educational Institutions
    d. Hospitals
    e. For Profit Organizations
2. The County Authority shall maintain records of the county process for procuring any third-party services. This process shall ensure that the county authority, or contractor, and any third-party treatment service subcontractor are required to report admission, discharge, and other required data elements on the New Jersey Substance Abuse Monitoring System (NJSAMS).
3. The County Authority shall monitor contractor performance to verify that services invoiced under this contract have been provided.
4. The County Authority shall, in each quarter of the contract year, report the following items to DMHAS by entering into the expenditure report section of the county's PRAG the:

a. total cost of its direct service provision charged against this AEREF and SDF contract,
b. sum of service invoices it received from each contracted service provider,
c. total number of residents that it admitted to its direct service program and charged against the county AEREF and SDF account,
d. total number of residents each contracted service provider admitted to its care

5. It shall be the County Authority's responsibility to establish its own administrative procedure for collecting this fiscal data and entering it into the aforementioned PRAG on the correct line for each subcontractor in the "Quarterly Expenditure Report" section of the PRAG.
6. The County Authority shall monitor all third-party expenditures and ensure that at a minimum an annual financial and compliance audit is conducted and submitted to the DMHAS Office of PREP no later than 120 days after the expiration of the contract term.
7. "Payer of Last Resort" Requirement
   The County Authority as a direct service provider or as a purchaser of treatment services from third party providers shall verify that services funded with AEREF or SDF dollars are not reimbursable by other federal or state funding sources, including Medicaid, federal Block Grant or other special grant dollars or budgeted state or fee-for-service contracts, or by private insurance. Any discrepancies discovered via county monitoring must to be reported to the DMHAS Director, Office of PREP.
8. Program Monitoring Requirement
   a. The County Authority shall monitor all third-party expenditures and ensure that at a minimum:
      1) An annual financial and compliance audit is conducted and submitted to the DMHAS Office of PREP no later than 120 days after the expiration of the contract term.
      2) An annual on-site programmatic and fiscal records review is conducted to ensure that adequate programmatic and financial controls are in place and that the agency is in compliance with the terms and conditions of the prime contract as it relates to specific requirements contained in Annexes A and C of this contract.
   b. The County Authority shall conduct annual site visits:
      a. Using the DMHAS Annual Site Visit Monitoring Review Form, or another monitoring instrument approved by the DMHAS Director, Office of PREP.
      b. Copies of the completed site visit monitoring review forms are to be submitted to the DMHAS Director, Office of PREP within 30 days of report completion.
      c. Copies of the reports are to be retained in the County Alcohol and Drug Abuse Director's office for at least three (3) years;
   c. The County Authority shall conduct additional programmatic reviews of the Contractor if one or more of the indicators listed below become evident. Copies of additional programmatic reviews are to be submitted to the DMHAS Director, Office of PREP within 30 days:
      1) non-compliance with timely submission of quarterly progress or financial reports;

2) underutilization of service levels, as agreed to in the Contract;
3) unqualified addictions staff, or a lack of continuing education plans for direct service staff, as stated in the subcontract;
4) unmet corrective action plan from previous monitoring cycle;
5) negative community or client feedback.

d. When requested, programmatic review of contractor is to include cooperation and collaboration with the DMHAS Director, Office of PREP.
e. The County Authority shall notify the DMHAS Director, Office of PREP of scheduled trainings or technical assistance sessions offered to contractors.
f. The County Authority shall require all contracted treatment providers to submit monthly rosters of all clients receiving services under this contract to the County authority using the DMHAS approved roster form. The County Authority shall maintain these rosters on file.
g. Contracting for treatment services outside of the State of New Jersey is prohibited without prior written approval from the DMHAS Deputy Director. Requests for waivers must be in writing and demonstrate that services cannot be procured within the state of New Jersey. Out-of-state agencies must have appropriate licensure and accreditations, be accessible to county clients, and supply required programmatic and financial reports. Waiver request must be submitted to the DMHAS Director of PREP prior to executing any contracts with out-of-state provider agencies and no less than one month prior to the DMHAS contract application due date. If out-of-state waivers are granted by the DMHAS, all contracting requirements apply.
h. The County Authority, if providing direct services, and contracted service providers shall notify the CADAD of any changes in replacing key Personnel including the Executive Director, Medical Director and/or Director of Substance Abuse Counseling funded under or performing duties related to this contract, and to notify DMHAS Director, Office of PREP of any such changes as required by *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*

Not Applicable: Section II "Requirements of County Authorities that Provide Direct Services" - not applicable to contracting.

The following is applicable to Contractors:

Section III

A. <u>"Contractor Provides Services Directly and/or Through Approved Subcontractors"</u>
(All responsibilities of Contractor are applicable to approved Subcontractor)

1. The Contractor shall comply with the programmatic and fiscal terms and conditions described and approved by the DMHAS and/or the county, as applicable, in its contract (subcontract) application, and any other standards or special terms or conditions noted in the contract (subcontract) award. Failure to carry out the program as described in the approved application may result in suspension, termination and/or ineligibility for future

funding.

2. The Contractor shall comply with the electronic security and privacy standards set forth under the *Health Insurance Portability and Accountability Act of 1996 (HIPAA)* and shall adhere to the standards prescribed by the *Confidentiality of Alcohol and Drug Abuse Patient Records, (42 CFR, Part 2)*. Client records must be maintained for a minimum of 10 years in accordance with *N.J.S.A. 26:8-5 et seq.* and disposed of in the manner prescribed therein. Information obtained from NJSAMS will be made public only as aggregate data which cannot be used to identify any person receiving substance abuse treatment.
3. The Contractor shall accurately complete the NJSAMS modules, including admission and discharge screens, within three (3) days post admission and three (3) days post discharge for any new or continuing care client who is changing level of care placement. The NJSAMS discharge screens must be completed for all clients who have completed treatment at the level of care determined at treatment admission whether the client has completed the treatment plan or not.
4. The Contractor shall ensure that all services provided will be documented and maintained in individual client files.
5. The Contractor shall ensure that all clinical and fiscal program records for the current and most recent two (2) contract periods are maintained on-site in the administrative or clinical office, and can be accessed from NJSAMS for client records reported in NJSAMS.
6. The Contractor shall retain, for a period of no less than three (3) years, records of all expenditures for equipment, software, labor and service costs associated with NJSAMS reporting requirement compliance under this contract (subcontract).
7. The Contractor shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C.10:161B-1 et seq.* that establish standards for outpatient and residential licensure of substance abuse treatment facilities.
8. The Contractor shall provide all services under this contract (subcontract) in a smoke-free environment.
9. The Contractor is prohibited from distributing hypodermic needles or syringes, e.g., implementing a "needle exchange" program under this contract (subcontract.)
10. The Contractor shall ensure, in so far as possible, that written inter-agency affiliation agreements with other agencies are established, maintained and annually updated to support the referral of clients who have special needs or require ancillary services.
11. The Contractor shall ensure, in so far as possible, that written inter-agency affiliation agreements with community-based providers of mental health services are established, maintained and annually updated to support the referral of clients who have co-occurring mental health treatment needs to a licensed provider capable of, at a minimum, clinical assessment, medication prescription and management on an outpatient basis. Obstacles to such affiliation agreements shall not limit the eligibility of the Contractor and Subcontractor to serve as a substance abuse treatment provider but must be reported to the DMHAS Director, Office of PREP for assistance.

B. <u>Fiscal</u>

1. The Contractor shall accurately complete and submit, according to instructions and timeframes provided, all reports as required by the contracting agency, including but not limited to contract expenditure, progress and closeout reports. Counties providing direct services must submit a complete roster of all active clients to the DMHAS Office of Quality Assurance on a monthly basis on the DMHAS-approved roster form. This should be submitted to DMHAS within five (5) working days of the end of the month.
2. The Contractor shall disclose to its governing body all related party transactions (i.e., purchase of goods or services by the Contractor/Subcontractor including building or vehicle leasing) of employees, governing Board members and/or their families, and maintain a record of the disclosure(s) on the premises for DMHAS and/or county review, as applicable. In order to avoid potential conflicts of interest, all transactions of related parties must be addressed in the agency audit.
3. The Contractor shall provide staff, facilities, equipment and supplies as needed to efficiently, economically and effectively satisfy the requirements of this contract.
4. The Contractor agency shall develop and maintain written policies and procedures which ensure the proper administrative controls for this contract (subcontract). Copies should be placed in a policy manual for easy access and review. The content of this manual should include protocols for communications with the governing body, and policies relating to internal controls, procurement, travel and personnel.
5. The Contractor shall ensure that funds made available under this contract (subcontract) will not be used to supplant other funding.
6. The Contractor must ensure that funds made available under this contract (subcontract) will not be used for sectarian instruction and/or purposes.
7. The Contractor shall ensure that reimbursement for substance abuse treatment and/or recovery support services rendered to clients who meet DMHAS income and eligibility requirements utilize the following terms and conditions:
    a. The Contractor shall ensure that these funds are utilized for the provision of services to clients who meet criteria for DMHAS publicly-funded services as outlined in the DMHAS Income Eligibility Policy TS-2-22-2010.
        1) The Contractor shall not discharge clients in order to receive alternate clients at higher reimbursement rate.
        2) The program shall use the Division of Addiction Services Income Eligibility (DASIE) module to determine client eligibility for both fiscal and programmatic criteria.
        3) A signed copy of the DMHAS Income Eligibility Report must be kept in each individual client's file.
        4) The Contractor shall ensure that funds made available under this agreement will not be used to supplant other funding.
        5) Attempts shall be made to obtain reimbursement from the client's health insurance company and ensure that there is no other payer, public or private, for the patient before and when utilizing DMHAS funding.
        6) When a client has other health insurance, such benefits must be used first and to the fullest extent before utilizing DMHAS funding.

7) DAS funding may not be utilized for insurance co-pays.

b. The Contractor cannot bill Medicaid or the Substance Abuse Initiative (SAI) for the same service provided on the same day.
c. The Contractor must have a Client Sliding Fee Scale policy and procedure approved by the Board, unless no additional fees beyond the DMHAS funding amount are charged to clients. The sliding fee scale must start at "zero." A copy of the Client Sliding Fee Scale Policy and Procedure, including the Fee Schedule, must be submitted to the county for approval as part of the contract application.
d. The County Authority may engage subcontracted service providers in single-year annually-renewable sub-contracts in all but the final year of a planning cycle. The county authority may not enter into subcontracts with any service provider beyond the final year of any planning cycle. Contract renewal must be contingent upon (1) the county authority's evaluation of provider performance in meeting one or more stated objectives of the original or modified CCP and, therefore, (2) the continued relevance of the service provided to the implementation of the CCP.

C. Staffing

1. The Contractor shall ensure that all personnel hired and/or funded under this contract meet all educational and experiential requirements as stated in this contract including compliance with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and/or alcohol addiction related disorders.
2. The County Authority shall make professional planning education, substance abuse training and technical assistance opportunities available to county employees involved in County Plan development and service provision, and to the LACADA members.
3. The Contractor shall ensure that all staff members funded under this contract and subcontract, are available on-site during scheduled working hours unless attending off-site meetings, conferences, etc. which are directly related to contract (subcontract)operations. Staff schedules must be maintained and available for review.
4. The Contractor, in providing direct treatment services, shall designate the following personnel:
    a. Experienced staff person(s) for all agencies treating youth, or women and their dependent children to assess and address issues relating to potential child abuse and neglect, and to serve as liaison with the local Division of Youth and Family Services (DYFS) or other appropriate agencies;
    b. Staff person(s) to coordinate or provide cultural competence sensitivity skills training annually to all staff; and
    c. Appropriate staff person (s) to attend training sessions provided or sponsored by DMHAS on the Addiction Severity Index (ASI), American Society of Addiction Medicine Patient Placement Criteria 2-R (ASAMPPC-2R). HIV counseling and testing, and other training sessions as required by DMHAS.

D. Criminal Background Checks

1. The Contractor shall ensure that full state-level criminal background checks are initiated at the time of employment for all employees, staff, volunteers, interns and any other Subcontractors or service providers who routinely interact with clients to provide any treatment, prevention, and recovery support services, including transportation, funded under this contract.
2. The Contractor shall ensure that full state-level background checks supported by fingerprints are initiated at the time of employment for all employees, staff, volunteers, interns and any other Subcontractors or service providers who routinely interact with adolescent clients or minor children to provide treatment, prevention, and recovery support services, including transportation and childcare, funded under this contract.
3. The Contractor shall ensure that documentation of completed background checks are maintained in staff personnel files.
4. The Contractor providing direct client services may use DMHAS contract funds to support the cost of required criminal background checks. The county authority shall submit with the final expenditure report for this contract year a listing of related costs. The County may opt to cost-share the expense of required criminal background checks with its Subcontractors.

E. Admissions Priority Criteria

1. The Contractor shall ensure that all individuals admitted to treatment are properly assessed, and meet the admission criteria outlined in the Contractor (Subcontractor) policy manual.
2. The Contractor shall maintain a written policy regarding priority for admissions. This policy shall be visibly posted in a visible location within the agency. The Contractor (Subcontractor) shall at all times grant admission to treatment for priority populations in the following order:
    a) Injecting drug using pregnant women;
    b) Pregnant women;
    c) Injecting drug users;
    d) all other alcohol and drug users.
3. If a Contractor is at full capacity and unable to admit an IVDU pregnant woman or pregnant woman presenting for admission, it shall immediately refer the individual to another facility or make interim services available within 48 hours. At a minimum, interim services include counseling and education about:
    a) HIV and Tuberculosis (TB),
    b) risks of needle-sharing for both acquiring and transmitting HIV infection to sexual partners and infants,
    c) steps to take to ensure that HIV and TB transmission does not occur,
    d) referral for HIV or TB treatment services.
    e) effects of alcohol and drug use on the fetus

f) referral for prenatal care.

F. Clinical Services and Records

1. The Contractor shall ensure that treatment services under this contract (subcontract) are provided in accordance with regulations at *N.J.A.C. 13:34C-1 et seq., N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*
2. The Contractor shall maintain an adequate client record system for all services provided under this contract in accordance with all applicable licensure and contractual requirements. This record system shall be available for review and include but not be limited to:
    a) Adequate documentation to support first-and third-party billings, including eligibility for cost sharing and Medicaid reimbursement;
    b) Client assessment using the ASI;
    c) Documentation of client level of care determination according to the ASAMPPC2-R; DSM IV-TR diagnosis;
    d) Household income assessment using the DMHASIE;
    e) Physical examination/medical assessment, including TB testing as required by regulation;
    f) Treatment plan with specific goals and measurable objectives, reviewed and updated as clinically indicated and no less frequently than required by regulation;
    g) Tobacco use identified and addressed in the client's treatment plan;
    h) Individual and group counseling and progress notes;
    i) Education/didactic session notes;
    j) Acknowledgment of HIV counseling and testing authorization signed by client;
    k) Attendance sheet signed by client;
    l) Discharge/Continuum of Care plan.
    m) NJSAMS modules, including admission and discharge screens;
    n) Signed authorization(s) to allow transfer of the NJSAMS client record for all clients who are referred for continuing care to another substance abuse treatment provider.
3. The Contractor shall seek client approval to include the client's family and/or support system in the process for admission, treatment and discharge planning.
4. The Contractor shall offer all clients HIV testing, including the mandatory pre-test and post-test counseling, either on-site or by means of referral for same.
5. HIV testing must be offered at the time of admission and every six (6) months thereafter. HIV testing will not be required for admission to treatment; clients have the right to refuse it, but they should be strongly encouraged to be tested. Pre- and post-test counseling, testing or test refusal by a client shall be documented in the client record.
6. The Contractor shall ensure that all clients testing positive for HIV, or who self-report as HIV positive, receive an initial referral for appropriate HIV medical treatment, and should be referred at least quarterly for a follow-up consultation. It is the responsibility of the Medical Director (or the Executive Director in the case where a program does not have a Medical Director) to ensure that clients receive referral to medical care for their HIV

disease at an Early Intervention Program (EIP), HIV Care Center, or by a qualified physician selected by the client.

7. The Contractor shall ensure that clients found to be unemployed at the time of intake will be referred for vocational testing to the Division of Vocational Rehabilitation (DVR), County One-Stop Employment Center or another appropriate agency. Client records must document referral and follow-up on all vocational referrals.
8. The Contractor shall maintain full utilization of services funded through this contract without exceeding any approved DMHAS licensed capacity, as applicable. Utilization must be demonstrated through the maintenance of an up-to-date DMHAS-approved roster of active clients which includes at a minimum the following data elements:
   a) Client ID #
   b) Date of Admission to Treatment
   c) Discharge Date
   d) Family Income
   e) Family Size
   f) Treatment Modality/Level of Care
   g) Payer Source(s) e.g., DMHAS, County, Work First, Medicaid, Insurance, Self-pay,
   h) Total number of days of service at this level of care

G. Clinical Supervision

1. The Contractor shall ensure that clinical supervision in accordance with regulations at *N.J.A.C. 13:34C-1 et seq.*, *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* is provided for all treatment services funded through this contract.
2. The Contractor shall ensure that all clinical supervision is documented and that such documentation includes, at a minimum, the type of supervision (individual or group), the date and length of session, name of supervisor and supervisee, de-identified notes on cases reviewed, and content of supervision including core functions and knowledge, skills, and abilities that are the focus of supervision.

Section IV: South Jersey Initiative

1.The County Authority shall ensure that the funding designated on the Contract Information System (CIMS) in the DAS Service Type of Transportation Counties, aka "South Jersey Initiative (SJI)", shall be used to purchase transportation for clients who meet the DMHAS income eligibility criteria and the following:

1) adolescents ages 13 through 18
2) young adults ages 18 through 24
3) a resident in one of the following counties: Atlantic, Camden, Cumberland, Gloucester, Cape May, Ocean and Salem

Section V: Detoxification

1. The County Authority shall ensure that detoxification providers are to have the

applicable license (Department of Health and Senior Services license for hospital-based sub-acute care detoxification services; Department of Human Services, DMHAS license for substance abuse treatment facilities providing sub-acute detoxification services) to operate a detoxification program on or before the effective date of the county contract/subcontract.

2. The Contractor shall ensure that funding designated on the CIMS, in the categories of **"Special Appropriation, Detoxification" and "Supplemental, Detoxification"** shall not be used to offset or supplant other current funding allocations for detoxification services, but rather, it shall be used for enhancement or expansion of existing sub-acute detoxification services.

3. This funding shall also be used to ensure that the following quality assurance standards are met in accordance with this contract:

   a. Clients must have access to detoxification services 24 hours per day, seven (7) days per week.

   b. The detoxification programs must document clinical necessity for the services provided in the client file, including:

      1) completed ASI;
      2) evidence-based withdrawal risk assessment tools such as the Clinical Institute Withdrawal Assessment (CIWA), Clinical Institute Narcotic Assessment Scale for Withdrawal Symptoms (CINA), Clinical Opiate Withdrawal Scale (COWS), etc.
      3) completed NJSAMS admission and discharge forms.

   c. Client's yearly limits for detox are as follows:

      1) Level IV.D is 15 days per calendar year
      2) Level III.7D is 25 days per calendar year

   e. The detoxification allocations are for sub-acute ASAM PPC-2R Level III.7D or Level III.7DE enhanced sub-acute detoxification services. The DMHAS will allow expanded use of detoxification funds for residential care under the following conditions:

      1) one or more patients has completed sub-acute detoxification and is seeking residential care,
      2) county allocation for residential care has been exhausted, and the annual allocation for residential care has been equal to or above the previous year's allocation
      3) the county submits a written request to the DMHAS Office of PREP for approval to use detoxification funds for residential services.

   f. A maximum of ten percent (10%) of the supplemental allocation may be used to transport indigent clients to detoxification programs, or, following completion of detoxification, to rehabilitative treatment.

9. The Contractor shall understand that detoxification of adolescents (<18 years of age) is permitted based on clinical necessity. Clinical necessity shall be clearly documented in the client's file. Household income guidelines also apply to adolescents. Programs admitting adolescents must comply with all laws and regulations applicable to adolescent consent and authorization for service.

10. The Contractor shall ensure that funding supports services for ASAM PPC-2R Level III.7D or Level III.7DE detoxification. The services may be hospital-based or non-hospital based.
11. The Contractor shall ensure that clients receiving detoxification services are to be connected to continuum of care treatment services to ensure appropriate linkage and reduce recidivism. Contracts can be structured to incentivize provider agencies to ensure that detox clients are transitioned to the next level of care. Incentives shall be allowed with prior written approval from DMHAS Director, Office of PREP.
12. The Contractor shall ensure that client treatment plans address continuing care needs, along with a client agreement to ongoing treatment, upon admission to a detoxification program.
13. The Contractor shall ensure that formal, written affiliation agreements, for emergency services and other levels of detoxification or crisis care, are in place and maintained on file.
14. The Contractor shall make arrangements for, and document referral and transfer of, clients with medical complications. Triage to other services shall be performed on all clients admitted for detoxification services.
15. The Contractor shall ensure that protocols are to be in place to serve special populations such as pregnant women, non-English speaking persons, and persons with physical, sensory, developmental and/or cognitive disabilities.
16. The County Authority planning to avail its residents of ambulatory detoxification services shall obtain prior written approval from the DMHAS Director, Office of PREP. All such written requests will be made on a county-by-county basis.

NOT APPLICABLE to Subcontracts- ADDENDUM A: Accounting Rules Regarding County Matching Funds

ATTACHMENT C

Center for Family Services, Inc.

Must Possess and Maintain NJ Licensure For Methadone Medically Assisted Treatment and Per NJ Dept. Of Human Services/Division of Mental Health And Addiction Services (NJDHS/DMHAS)

Must Deliver Services As Defined By and Available From NJ-DHS/DMHAS

ATTACHMENT D

Gloucester County Provider's Advisory Committee on Alcoholism and Drug Abuse (PACADA) REQUIREMENT

Statement of Adherence to attend two (2) of the three (3) Gloucester County Provider's Advisory Committee on Alcoholism and Drug Abuse (PACADA) meetings during the term of this calendar year contract.

I am aware that it is a condition of this contract that a representative of this agency be in attendance and participate in at least 2 of the 3 annual PACADA meetings which will be held during the term of this contract and I agree that we will comply with this condition.

Signature _____

Please Print

Agency: Center for Family Services, Inc.

Signed by: Richard Stagliano

Title: Chief Executive Officer

Date: _____

SCHEDULE I

CERTIFICATION REGARDING SUB-GRANTEE LOBBYING

The undersigned certifies, to the best of his or her knowledge that:

a. No grant funds awarded from federal appropriations have been paid or will be paid, by or on behalf of the sub-grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the sub-grantee shall complete and submit the Standard Form-LLL, Disclosure Form to Report Lobbing, in accordance with its instructions. Contact the federal agency awarding the funds for a copy of form.

This requirement (certification) is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

NAME OF AGENCY

NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY

SIGNATURE OF ABOVE OFFICIAL DATE SIGNED

SCHEDULE II

CERTIFICATION REGARDING SUB-GRANTEE DEBARMENT AND SUSPENSION

In accordance to Federal Executive Order 12549, "Debarment and Suspension," the undersigned certified, to the best of his or her knowledge that as a sub-grantee this agency or its key employees:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form covered transactions by any Federal Department or agency, or by the State of New Jersey;

b. have not within a 3 year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense, in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state and antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

d. have not within a 3-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause of default.

NAME OF AGENCY

NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY

SIGNATURE OF ABOVE OFFICIAL DATE SIGNED

NOTE: The following documents related to debarment and suspension as required by federal regulations will be used as the basis for completion of this certification:

1. List of parties excluded from federal procurement or non-procurement programs. This document is distributed by **U.S. General Services Administration, U.S. Printing Office, Washington, D.C.** This document can be acquired from the Superintendent of Documents by calling (202) 783-3238.

2. Report of Suspension, Debarment and Disqualification's of Firms and Individuals, State of New Jersey. This document is distributed by the **Division Building and Construction, 50 Barracks St., P.O. Box 235, Trenton, New Jersey 08625-0235**.

CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
NEW HOPE INTEGRATED BEHAVIORAL HEALTH CARE

THIS CONTRACT is made effective this 21ST day of January, 2026, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **NEW HOPE INTEGRATED BEHAVIORAL HEALTH CARE,** with a mailing address of P.O. Box 66, Marlboro, New Jersey 07746, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there is a need by Gloucester County to contract for the provision of Residential Treatment, Detoxification Services, and Halfway House Continuing Care; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be from January 1, 2026 to December 31, 2028, with the option to extend for two (2) one (1) year terms.

2. **COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in the Contractor's proposal, which was submitted in response to the County's Request for Proposal# 25-053. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $24,500.00 per year, contingent on the availability of grant funding, of which an amount not to exceed $8,000.00 per year is the allocation for Residential Treatment; an amount not to exceed $8,500.00 per year is the allocation for Detoxification Services; and, an amount not to exceed $8,000.00 per year is the allocation for Halfway House Continuing Care.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall

be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP-25-053, and Contractor's responsive proposal, which are incorporated by reference in their entirety and made a part of this Contract, and Attachment A, B, C, D and Schedule I and II.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-25-053.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in RFP-25-053, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification

provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP-25-053 and Contractor's proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

THIS CONTRACT shall be effective the 21st day of January, 2026.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO,
DIRECTOR

ATTEST:

NEW HOPE INTEGRATED BEHAVIORAL HEALTH CARE

Name:
Title:

ATTACHMENT A

NEW HOPE INTEGRATED BEHAVIORAL HEALTH CARE

PROGRAM SPECIFICATIONS AND BUDGET:

NOTE: For Delivery of Opioid Maintenance Treatment and /or Detox Services the Licensing Standards and Regulations of the NJDHS/ Div. of Mental Health and Addiction Services shall apply and Licensure shall be in place and maintained.

Short Term Adult Residential Treatment, Withdrawal Management (Detox) and Halfway House Services

1. Provide payment toward withdrawal management (DETOX), proposed units 24 beds at $475 per unit. Individual sessions, ongoing bio-psychosocial assessment, cognitive behavior skills training, group sessions, family therapy sessions, case management and transportation not to exceed $8,500.00

2. Adult short term residential for both males, females and gender specific, 102 bed days at $244 per unit. Will provide initial screening, NJ-Sams, counseling for specific level of care, Individual sessions and group sessions. Family therapy group, individual sessions and transportation. Case management, care planning and follow up not to exceed $8,000.00.

3. Halfway House services for men or women over 18 years of age, 121 bed days at $99 per unit. American Society of Addiction Medicine (ASAM) level 3.1. Clients are clinically monitored, Psychiatry is provided. Medical intake, individual and group sessions. Family sessions, case management not to exceed $8,000.00

Reimbursement will be made on a fee-for-service basis through submission of periodic billing to Gloucester County Addiction Services

Work in cooperation with NJ-DMHAS regarding proper reporting procedure, client referrals, & utilization of electronic reporting systems, NJSAMs (Statistical Data Management); & DASIE (Income Eligibility).

IMPORTANT: MAT-Medication Assisted Treatment Mandate: All services must include education, introduction and information on an optimal recovery from MAT (Medication Assisted Treatment) for Opioid Addicted clients. Also, services must include availability and/or referral and induction of same as desired by clients. MAT is nationally promulgated, by SAMHSA, as the Best Practice for Opioid Addicted clients per scientific and statistically proven research indicating MAT increases recovery rates by 70+ % and reduces rate of death by overdose through reduction of relapse episodes. NOTE: This MAT criterion is for Gloucester County DHS/Addiction Services Contracting and is being placed in all treatment, prevention, intervention and recovery support contracts.

ATTACHMENT A

METHADONE PROGRAM

EXAMPLE OF APPROVAL FOR CLIENT TO RECEIVE SERVICES AS CONTRACTED

COUNTY LETTERHEAD DATE: _____

TO: New Hope Integrated Behavioral Health Care

APPROVAL FOR COUNTY REIMBURSEMENT FOR METHADONE DETOXIFICATION OR MAINTENANCE PROGRAM INTAKE ASSESSMENT AND RELATED SERVICE.

CLIENT (S) INITIALS (1ST AND 3RD INITIAL OF FIRST AND LAST NAME):

_____-

_____-

_____-

_____-

_____-

Approved by Gloucester County Alcoholism and Drug Abuse Office

Signed _____

Robert (Bob) Munson, Gloucester Co. Addiction Services, or
Robert Bamford, Director, Gloucester County Addiction Services

Copy of this signed document to be submitted by New Hope Integrated Behavioral Health Care to County as attachment for each request for reimbursement under the contract.

ATTACHMENT B
Adopted from NJDMHAS' ANNEX A
for Gloucester County Department of Human Services
NJDMHAS/Gloucester County Contract Number: **26-530-ADA-0**

ATTACHMENT B -TO GLOUCESTER COUNTY AGENCY CONTRACTS

ADDITIONAL CONTRACTING INFORMATION REQUIREMENTS PER NJDHS/ DIV. OF MENTAL HEALTH AND ADDICTION SERVICES

NOTE: Attachment B is meant for your information to know our county contract and contracting compliance requirements per NJ DMHAS's Annex A, the primary funding source for our County's Addiction's Office Services Funding. NJ DMHAS's Annex A (now Attachment B) contain the required conditions which your agency must meet as a part of this contract as applicable. Any part will be regarded as applicable if there arises any question with/for the County's compliance with the NJDMHAS Grant funding.

The County Authority that provides direct services ("County") and all of its subcontracted providers shall adhere to all contractual requirements stipulated herein.

ANNEX A- For County and Contractors

Chapter 51 of the Public Laws, or P.L., of 1989 amended Chapter 531 of P.L 1983 that had established the Alcohol, Education, Rehabilitation and Enforcement Fund, or AEREF, as a non-lapsing, revolving fund "only [to] be distributed to the counties…pursuant to the formula set forth in section 5 of this [1983] act…to develop and implement an annual comprehensive plan for the treatment of alcoholics and drug abusers." Annex A establishes the requirements of a county government that seeks to receive an allotment of AEREF and state discretionary fund, or SDF, dollars. The requirements in the Annex A form a contract between the Division of Mental Health and Addiction Services (DMHAS), and the applicant county. The County Authority shall adhere to all contractual requirements stipulated herein.

Section I: Requirements of the County Authority
Not Applicable: Section I-A. "General Requirements" through Section D., "Additional Requirements of the County…"- not applicable to Contractors.

The following is applicable contractors: Section E

1. The County Authority shall report to DMHAS annually on the progress made towards implementing substance abuse prevention, early intervention, treatment and recovery support goals, objectives, strategic utilization of resources, and numbers of clients served. Progress reports shall be sent to the Director, Office of PREP in a format to be provided by same.

Section E. - #s 2 and 3. – Not Applicable to Contractors.

Section F - #s 1, 2, and 3. – Not Applicable to Contractors.

The following is applicable to Contractors: Section F. - #4

3. Evidence-based Programming Requirement In calendar year 2016, the county shall move in the direction of using AEREF and SDF dollars to obtain and deploy evidence-based programs for all prevention, early intervention, treatment and recovery support services by the start of calendar year 2017.

Not Applicable: Section G. & H. – G. "Establishment of a Local Advisory" through Section H. "Unification Planning and Collaboration..."- not applicable to Contractors.

The following is applicable to Contractors: Section I- J. through Section 1-L. Numbers 1-8 H.

I. Solicitations of Third-Party Service Contractors

1. All treatment providers, without exception, shall be licensed by DHS-Office of Licensing to provide the contracted or subcontracted services at the time of entering into any contractual relationship with the County Authority.
2. All Contractors and Subcontractors and county-operated programs funded under this contract shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* that establish standards for licensure of substance abuse treatment facilities.
3. All Contractors and Subcontractors and county-operated programs funded under this contract shall comply with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education, examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and alcohol addiction related disorders.
4. The County Authority shall develop and maintain a formal process for soliciting, receiving and reviewing competitive proposals or bids on service contracts for all alcohol and drug abuse services required by the CCP and the corresponding County Comprehensive Alcohol and Drug Abuse Services contract. The county shall adhere to the DMHAS/DHS procurement rules. This shall include a process for:
    a. public announcement of the availability of funds for alcohol and drug abuse services;
    b. committee review by the LACADA of all competitive proposals/bids;
    c. documentation of committee review and funding recommendations; and
    d. allocation of funds based on the DMHAS-approved CCP.
5. The County Authority shall forward a description of its bid solicitation and selection process, including the calendar for all steps in the process to DMHAS.
6. When transferring funds to any other municipal, state or county entity, there shall be an agreement such as an MOA that details the transfer of funds and the scope of services. The

County Authority will monitor those services as required for contracts.

J. Requirement to Obtain DMHAS Approval of Contracts, MOAs, or MOUs

1. The County Authority shall submit copies of all executed Contracts or other third party service provision agreements, such as Memoranda of Agreement (MOA) or Memoranda of Understanding (MOU), to the DMHAS Office of PREP no later than April 15 of the contract year for which services are being purchased.
2. Funds will not be released to the county for any services for which the executed contracts or agreements have not been submitted to, and approved by the DMHAS Office of PREP.
3. New Jersey DMHAS will not honor any county request for reimbursement of services rendered by any third party service provider unless and until the county's agreement with said third party service provider has been approved by the DMHAS Office of Planning, Research, Evaluation, and Prevention.
4. Expenditure reports requesting reimbursement for services provided without a DMHAS-approved contract or other written agreement will be returned to the county and will not be reimbursed.
5. The County Authority shall ensure that the DMHAS Office of Planning, Research, Evaluation, and Prevention approves any and all subcontracts, MOAs, MOUs or any other instrument of agreement with each third-party service provider prior to the service start date.

K. Fiscal Requirements

1. The County Authority shall assure that all contracted third-party service providers have been informed and apprised of the applicable Cost Principles governing subcontracts as appropriate under one or more of the following general categories:
    a. State and Federal Governments
    b. Non-profit Organizations
    c. Educational Institutions
    d. Hospitals
    e. For Profit Organizations
2. The County Authority shall maintain records of the county process for procuring any third party services. This process shall ensure that the county authority, or contractor, and any third party treatment service subcontractor are required to report admission, discharge, and other required data elements on the New Jersey Substance Abuse Monitoring System (NJSAMS).
3. The County Authority shall monitor contractor performance to verify that services invoiced under this contract have been provided.
4. The County Authority shall, in each quarter of the contract year, report the following items to DMHAS by entering into the expenditure report section of the county's PRAG the:
    a. total cost of its direct service provision charged against this AEREF and SDF contract,
    b. sum of service invoices it received from each contracted service provider,

c. total number of residents that it admitted to its direct service program and charged against the county AEREF and SDF account,
d. total number of residents each contracted service provider admitted to its care

5. It shall be the County Authority's responsibility to establish its own administrative procedure for collecting this fiscal data and entering it into the aforementioned PRAG on the correct line for each subcontractor in the "Quarterly Expenditure Report" section of the PRAG.
6. The County Authority shall monitor all third-party expenditures and ensure that at a minimum an annual financial and compliance audit is conducted and submitted to the DMHAS Office of PREP no later than 120 days after the expiration of the contract term.
7. "Payer of Last Resort" Requirement
   The County Authority as a direct service provider or as a purchaser of treatment services from third party providers shall verify that services funded with AEREF or SDF dollars are not reimbursable by other federal or state funding sources, including Medicaid, federal Block Grant or other special grant dollars or budgeted state or fee-for-service contracts, or by private insurance. Any discrepancies discovered via county monitoring must to be reported to the DMHAS Director, Office of PREP.
8. Program Monitoring Requirement
   a. The County Authority shall monitor all third-party expenditures and ensure that at a minimum:
      1) An annual financial and compliance audit is conducted and submitted to the DMHAS Office of PREP no later than 120 days after the expiration of the contract term.
      2) An annual on-site programmatic and fiscal records review is conducted to ensure that adequate programmatic and financial controls are in place and that the agency is in compliance with the terms and conditions of the prime contract as it relates to specific requirements contained in Annexes A and C of this contract.
   b. The County Authority shall conduct annual site visits:
      a. Using the DMHAS Annual Site Visit Monitoring Review Form, or another monitoring instrument approved by the DMHAS Director, Office of PREP.
      b. Copies of the completed site visit monitoring review forms are to be submitted to the DMHAS Director, Office of PREP within 30 days of report completion.
      c. Copies of the reports are to be retained in the County Alcohol and Drug Abuse Director's office for at least three (3) years;
   c. The County Authority shall conduct additional programmatic reviews of the Contractor if one or more of the indicators listed below become evident. Copies of additional programmatic reviews are to be submitted to the DMHAS Director, Office of PREP within 30 days:
      1) non-compliance with timely submission of quarterly progress or financial reports;
      2) underutilization of service levels, as agreed to in the Contract;
      3) unqualified addictions staff, or a lack of continuing education plans for direct service staff, as stated in the subcontract;

4) unmet corrective action plan from previous monitoring cycle;
5) negative community or client feedback.

d. When requested, programmatic review of contractor is to include cooperation and collaboration with the DMHAS Director, Office of PREP.
e. The County Authority shall notify the DMHAS Director, Office of PREP of scheduled trainings or technical assistance sessions offered to contractors.
f. The County Authority shall require all contracted treatment providers to submit monthly rosters of all clients receiving services under this contract to the County authority using the DMHAS approved roster form. The County Authority shall maintain these rosters on file.
g. Contracting for treatment services outside of the State of New Jersey is prohibited without prior written approval from the DMHAS Deputy Director. Requests for waivers must be in writing and demonstrate that services cannot be procured within the state of New Jersey. Out-of-state agencies must have appropriate licensure and accreditations, be accessible to county clients, and supply required programmatic and financial reports. Waiver request must be submitted to the DMHAS Director of PREP prior to executing any contracts with out-of-state provider agencies and no less than one month prior to the DMHAS contract application due date. If out-of-state waivers are granted by the DMHAS, all contracting requirements apply.
h. The County Authority, if providing direct services, and contracted service providers shall notify the CADAD of any changes in replacing key Personnel including the Executive Director, Medical Director and/or Director of Substance Abuse Counseling funded under or performing duties related to this contract, and to notify DMHAS Director, Office of PREP of any such changes as required by *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*

Not Applicable: Section II "Requirements of County Authorities that Provide Direct Services" - not applicable to contracting.

The following is applicable to Contractors:

Section III

A. <u>"Contractor Provides Services Directly and/or Through Approved Subcontractors"</u>
(All responsibilities of Contractor are applicable to approved Subcontractor)

1. The Contractor shall comply with the programmatic and fiscal terms and conditions described and approved by the DMHAS and/or the county, as applicable, in its contract (subcontract) application, and any other standards or special terms or conditions noted in the contract (subcontract) award. Failure to carry out the program as described in the approved application may result in suspension, termination and/or ineligibility for future funding.
2. The Contractor shall comply with the electronic security and privacy standards set forth

under the *Health Insurance Portability and Accountability Act of 1996 (HIPAA)* and shall adhere to the standards prescribed by the *Confidentiality of Alcohol and Drug Abuse Patient Records, (42 CFR, Part 2)*. Client records must be maintained for a minimum of 10 years in accordance with *N.J.S.A. 26:8-5 et seq.* and disposed of in the manner prescribed therein. Information obtained from NJSAMS will be made public only as aggregate data which cannot be used to identify any person receiving substance abuse treatment.

3. The Contractor shall accurately complete the NJSAMS modules, including admission and discharge screens, within three (3) days post admission and three (3) days post discharge for any new or continuing care client who is changing level of care placement. The NJSAMS discharge screens must be completed for all clients who have completed treatment at the level of care determined at treatment admission whether the client has completed the treatment plan or not.
4. The Contractor shall ensure that all services provided will be documented and maintained in individual client files.
5. The Contractor shall ensure that all clinical and fiscal program records for the current and most recent two (2) contract periods are maintained on-site in the administrative or clinical office, and can be accessed from NJSAMS for client records reported in NJSAMS.
6. The Contractor shall retain, for a period of no less than three (3) years, records of all expenditures for equipment, software, labor and service costs associated with NJSAMS reporting requirement compliance under this contract (subcontract).
7. The Contractor shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C.10:161B-1 et seq.* that establish standards for outpatient and residential licensure of substance abuse treatment facilities.
8. The Contractor shall provide all services under this contract (subcontract) in a smoke-free environment.
9. The Contractor is prohibited from distributing hypodermic needles or syringes, e.g., implementing a "needle exchange" program under this contract (subcontract.)
10. The Contractor shall ensure, in so far as possible, that written inter-agency affiliation agreements with other agencies are established, maintained and annually updated to support the referral of clients who have special needs or require ancillary services.
11. The Contractor shall ensure, in so far as possible, that written inter-agency affiliation agreements with community-based providers of mental health services are established, maintained and annually updated to support the referral of clients who have co-occurring mental health treatment needs to a licensed provider capable of, at a minimum, clinical assessment, medication prescription and management on an outpatient basis. Obstacles to such affiliation agreements shall not limit the eligibility of the Contractor and Subcontractor to serve as a substance abuse treatment provider but must be reported to the DMHAS Director, Office of PREP for assistance.

B. <u>Fiscal</u>

1. The Contractor shall accurately complete and submit, according to instructions and

timeframes provided, all reports as required by the contracting agency, including but not limited to contract expenditure, progress and closeout reports. Counties providing direct services must submit a complete roster of all active clients to the DMHAS Office of Quality Assurance on a monthly basis on the DMHAS-approved roster form. This should be submitted to DMHAS within five (5) working days of the end of the month.

2. The Contractor shall disclose to its governing body all related party transactions (i.e., purchase of goods or services by the Contractor/Subcontractor including building or vehicle leasing) of employees, governing Board members and/or their families, and maintain a record of the disclosure(s) on the premises for DMHAS and/or county review, as applicable. In order to avoid potential conflicts of interest, all transactions of related parties must be addressed in the agency audit.
3. The Contractor shall provide staff, facilities, equipment and supplies as needed to efficiently, economically and effectively satisfy the requirements of this contract.
4. The Contractor agency shall develop and maintain written policies and procedures which ensure the proper administrative controls for this contract (subcontract). Copies should be placed in a policy manual for easy access and review. The content of this manual should include protocols for communications with the governing body, and policies relating to internal controls, procurement, travel and personnel.
5. The Contractor shall ensure that funds made available under this contract (subcontract) will not be used to supplant other funding.
6. The Contractor must ensure that funds made available under this contract (subcontract) will not be used for sectarian instruction and/or purposes.
7. The Contractor shall ensure that reimbursement for substance abuse treatment and/or recovery support services rendered to clients who meet DMHAS income and eligibility requirements utilize the following terms and conditions:
    a. The Contractor shall ensure that these funds are utilized for the provision of services to clients who meet criteria for DMHAS publicly-funded services as outlined in the DMHAS Income Eligibility Policy TS-2-22-2010.
        1) The Contractor shall not discharge clients in order to receive alternate clients at higher reimbursement rate.
        2) The program shall use the Division of Addiction Services Income Eligibility (DASIE) module to determine client eligibility for both fiscal and programmatic criteria.
        3) A signed copy of the DMHAS Income Eligibility Report must be kept in each individual client's file.
        4) The Contractor shall ensure that funds made available under this agreement will not be used to supplant other funding.
        5) Attempts shall be made to obtain reimbursement from the client's health insurance company and ensure that there is no other payer, public or private, for the patient before and when utilizing DMHAS funding.
        6) When a client has other health insurance, such benefits must be used first and to the fullest extent before utilizing DMHAS funding.

7) DAS funding may not be utilized for insurance co-pays.

b. The Contractor cannot bill Medicaid or the Substance Abuse Initiative (SAI) for the same service provided on the same day.
c. The Contractor must have a Client Sliding Fee Scale policy and procedure approved by the Board, unless no additional fees beyond the DMHAS funding amount are charged to clients. The sliding fee scale must start at "zero." A copy of the Client Sliding Fee Scale Policy and Procedure, including the Fee Schedule, must be submitted to the county for approval as part of the contract application.
d. The County Authority may engage subcontracted service providers in single-year annually-renewable sub-contracts in all but the final year of a planning cycle. The county authority may not enter into subcontracts with any service provider beyond the final year of any planning cycle. Contract renewal must be contingent upon (1) the county authority's evaluation of provider performance in meeting one or more stated objectives of the original or modified CCP and, therefore, (2) the continued relevance of the service provided to the implementation of the CCP.

C. Staffing

1. The Contractor shall ensure that all personnel hired and/or funded under this contract meet all educational and experiential requirements as stated in this contract including compliance with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and/or alcohol addiction related disorders.
2. The County Authority shall make professional planning education, substance abuse training and technical assistance opportunities available to county employees involved in County Plan development and service provision, and to the LACADA members.
3. The Contractor shall ensure that all staff members funded under this contract and subcontract, are available on-site during scheduled working hours unless attending off-site meetings, conferences, etc. which are directly related to contract (subcontract)operations. Staff schedules must be maintained and available for review.
4. The Contractor, in providing direct treatment services, shall designate the following personnel:
    a. Experienced staff person(s) for all agencies treating youth, or women and their dependent children to assess and address issues relating to potential child abuse and neglect, and to serve as liaison with the local Division of Youth and Family Services (DYFS) or other appropriate agencies;
    b. Staff person(s) to coordinate or provide cultural competence sensitivity skills training annually to all staff; and
    c. Appropriate staff person (s) to attend training sessions provided or sponsored by DMHAS on the Addiction Severity Index (ASI), American Society of Addiction Medicine Patient Placement Criteria 2-R (ASAMPPC-2R). HIV counseling and testing, and other training sessions as required by DMHAS.

D. Criminal Background Checks

1. The Contractor shall ensure that full state-level criminal background checks are initiated at the time of employment for all employees, staff, volunteers, interns and any other Subcontractors or service providers who routinely interact with clients to provide any treatment, prevention, and recovery support services, including transportation, funded under this contract.
2. The Contractor shall ensure that full state-level background checks supported by fingerprints are initiated at the time of employment for all employees, staff, volunteers, interns and any other Subcontractors or service providers who routinely interact with adolescent clients or minor children to provide treatment, prevention, and recovery support services, including transportation and childcare, funded under this contract.
3. The Contractor shall ensure that documentation of completed background checks are maintained in staff personnel files.
4. The Contractor providing direct client services may use DMHAS contract funds to support the cost of required criminal background checks. The county authority shall submit with the final expenditure report for this contract year a listing of related costs. The County may opt to cost-share the expense of required criminal background checks with its Subcontractors.

E. Admissions Priority Criteria

1. The Contractor shall ensure that all individuals admitted to treatment are properly assessed, and meet the admission criteria outlined in the Contractor (Subcontractor) policy manual.
2. The Contractor shall maintain a written policy regarding priority for admissions. This policy shall be visibly posted in a visible location within the agency. The Contractor (Subcontractor) shall at all times grant admission to treatment for priority populations in the following order:
    a) Injecting drug using pregnant women;
    b) Pregnant women;
    c) Injecting drug users;
    d) all other alcohol and drug users.
3. If a Contractor is at full capacity and unable to admit an IVDU pregnant woman or pregnant woman presenting for admission, it shall immediately refer the individual to another facility or make interim services available within 48 hours. At a minimum, interim services include counseling and education about:
    a) HIV and Tuberculosis (TB),
    b) risks of needle-sharing for both acquiring and transmitting HIV infection to sexual partners and infants,
    c) steps to take to ensure that HIV and TB transmission does not occur,
    d) referral for HIV or TB treatment services.
    e) effects of alcohol and drug use on the fetus

f) referral for prenatal care.

F. Clinical Services and Records

1. The Contractor shall ensure that treatment services under this contract (subcontract) are provided in accordance with regulations at *N.J.A.C. 13:34C-1 et seq., N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*
2. The Contractor shall maintain an adequate client record system for all services provided under this contract in accordance with all applicable licensure and contractual requirements. This record system shall be available for review and include but not be limited to:
    a) Adequate documentation to support first-and third-party billings, including eligibility for cost sharing and Medicaid reimbursement;
    b) Client assessment using the ASI;
    c) Documentation of client level of care determination according to the ASAMPPC2-R; DSM IV-TR diagnosis;
    d) Household income assessment using the DMHASIE;
    e) Physical examination/medical assessment, including TB testing as required by regulation;
    f) Treatment plan with specific goals and measurable objectives, reviewed and updated as clinically indicated and no less frequently than required by regulation;
    g) Tobacco use identified and addressed in the client's treatment plan;
    h) Individual and group counseling and progress notes;
    i) Education/didactic session notes;
    j) Acknowledgment of HIV counseling and testing authorization signed by client;
    k) Attendance sheet signed by client;
    l) Discharge/Continuum of Care plan.
    m) NJSAMS modules, including admission and discharge screens;
    n) Signed authorization(s) to allow transfer of the NJSAMS client record for all clients who are referred for continuing care to another substance abuse treatment provider.
3. The Contractor shall seek client approval to include the client's family and/or support system in the process for admission, treatment and discharge planning.
4. The Contractor shall offer all clients HIV testing, including the mandatory pre-test and post-test counseling, either on-site or by means of referral for same.
5. HIV testing must be offered at the time of admission and every six (6) months thereafter. HIV testing will not be required for admission to treatment; clients have the right to refuse it, but they should be strongly encouraged to be tested. Pre- and post-test counseling, testing or test refusal by a client shall be documented in the client record.
6. The Contractor shall ensure that all clients testing positive for HIV, or who self-report as HIV positive, receive an initial referral for appropriate HIV medical treatment, and should be referred at least quarterly for a follow-up consultation. It is the responsibility of the Medical Director (or the Executive Director in the case where a program does not have a Medical Director) to ensure that clients receive referral to medical care for their HIV

disease at an Early Intervention Program (EIP), HIV Care Center, or by a qualified physician selected by the client.

7. The Contractor shall ensure that clients found to be unemployed at the time of intake will be referred for vocational testing to the Division of Vocational Rehabilitation (DVR), County One-Stop Employment Center or other appropriate agency. Client records must document referral and follow-up on all vocational referrals.
8. The Contractor shall maintain full utilization of services funded through this contract without exceeding any approved DMHAS licensed capacity, as applicable. Utilization must be demonstrated through the maintenance of an up-to-date DMHAS-approved roster of active clients which includes at a minimum the following data elements:
   a) Client ID #
   b) Date of Admission to Treatment
   c) Discharge Date
   d) Family Income
   e) Family Size
   f) Treatment Modality/Level of Care
   g) Payer Source(s) e.g., DMHAS, County, Work First, Medicaid, Insurance, Self-pay,
   h) Total number of days of service at this level of care

G. Clinical Supervision

1. The Contractor shall ensure that clinical supervision in accordance with regulations at *N.J.A.C. 13:34C-1 et seq.*, *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* is provided for all treatment services funded through this contract.
2. The Contractor shall ensure that all clinical supervision is documented and that such documentation includes, at a minimum, the type of supervision (individual or group), the date and length of session, name of supervisor and supervisee, de-identified notes on cases reviewed, and content of supervision including core functions and knowledge, skills, and abilities that are the focus of supervision.

Section IV: South Jersey Initiative

1.The County Authority shall ensure that the funding designated on the Contract Information System (CIMS) in the DAS Service Type of Transportation Counties, aka "South Jersey Initiative (SJI)", shall be used to purchase transportation for clients who meet the DMHAS income eligibility criteria and the following:

1) adolescents ages 13 through 18
2) young adults ages 18 through 24
3) a resident in one of the following counties: Atlantic, Camden, Cumberland, Gloucester, Cape May, Ocean and Salem

Section V: Detoxification

1. The County Authority shall ensure that detoxification providers are to have the

applicable license (Department of Health and Senior Services license for hospital-based sub-acute care detoxification services; Department of Human Services, DMHAS license for substance abuse treatment facilities providing sub-acute detoxification services) to operate a detoxification program on or before the effective date of the county contract/subcontract.

2. The Contractor shall ensure that funding designated on the CIMS, in the categories of **"Special Appropriation, Detoxification" and "Supplemental, Detoxification"** shall not be used to offset or supplant other current funding allocations for detoxification services, but rather, it shall be used for enhancement or expansion of existing sub-acute detoxification services.

3. This funding shall also be used to ensure that the following quality assurance standards are met in accordance with this contract:

   a. Clients must have access to detoxification services 24 hours per day, seven (7) days per week.

   b. The detoxification programs must document clinical necessity for the services provided in the client file, including:

      1) completed ASI;
      2) evidence-based withdrawal risk assessment tools such as the Clinical Institute Withdrawal Assessment (CIWA), Clinical Institute Narcotic Assessment Scale for Withdrawal Symptoms (CINA), Clinical Opiate Withdrawal Scale (COWS), etc.
      3) completed NJSAMS admission and discharge forms.

   c. Client's yearly limits for detox are as follows:

      1) Level IV.D is 15 days per calendar year
      2) Level III.7D is 25 days per calendar year

   e. The detoxification allocations are for sub-acute ASAM PPC-2R Level III.7D or Level III.7DE enhanced sub-acute detoxification services. The DMHAS will allow expanded use of detoxification funds for residential care under the following conditions:

      1) one or more patients has completed sub-acute detoxification and is seeking residential care,
      2) county allocation for residential care has been exhausted, and the annual allocation for residential care has been equal to or above the previous year's allocation
      3) the county submits a written request to the DMHAS Office of PREP for approval to use detoxification funds for residential services.

   f. A maximum of ten percent (10%) of the supplemental allocation may be used to transport indigent clients to detoxification programs, or, following completion of detoxification, to rehabilitative treatment.

9. The Contractor shall understand that detoxification of adolescents (<18 years of age) is permitted based on clinical necessity. Clinical necessity shall be clearly documented in the client's file. Household income guidelines also apply to adolescents. Programs admitting adolescents must comply with all laws and regulations applicable to adolescent consent and authorization for service.

10. The Contractor shall ensure that funding supports services for ASAM PPC-2R Level III.7D or Level III.7DE detoxification. The services may be hospital-based or non-hospital based.
11. The Contractor shall ensure that clients receiving detoxification services are to be connected to continuum of care treatment services to ensure appropriate linkage and reduce recidivism. Contracts can be structured to incentivize provider agencies to ensure that detox clients are transitioned to the next level of care. Incentives shall be allowed with prior written approval from DMHAS Director, Office of PREP.
12. The Contractor shall ensure that client treatment plans address continuing care needs, along with a client agreement to ongoing treatment, upon admission to a detoxification program.
13. The Contractor shall ensure that formal, written affiliation agreements, for emergency services and other levels of detoxification or crisis care, are in place and maintained on file.
14. The Contractor shall make arrangements for, and document referral and transfer of, clients with medical complications. Triage to other services shall be performed on all clients admitted for detoxification services.
15. The Contractor shall ensure that protocols are to be in place to serve special populations such as pregnant women, non-English speaking persons, and persons with physical, sensory, developmental and/or cognitive disabilities.
16. The County Authority planning to avail its residents of ambulatory detoxification services shall obtain prior written approval from the DMHAS Director, Office of PREP. All such written requests will be made on a county-by-county basis.

NOT APPLICABLE to Subcontracts- ADDENDUM A: Accounting Rules Regarding County Matching Funds

ATTACHMENT C

New Hope Integrated Behavioral Health Care

Must Possess and Maintain NJ Licensure For Methadone Medically Assisted Treatment and Per NJ Dept. Of Human Services/Division of Mental Health And Addiction Services (NJDHS/DMHAS)

Must Deliver Services As Defined By and Available From NJ-DHS/DMHAS

ATTACHMENT D

Gloucester County Provider's Advisory Committee on Alcoholism and Drug Abuse (PACADA) REQUIREMENT

Statement of Adherence to attend two (2) of the three (3) Gloucester County Provider's Advisory Committee on Alcoholism and Drug Abuse (PACADA) meetings during the term of this calendar year contract.

I am aware that it is a condition of this contract that a representative of this agency be in attendance and participate in at least 2 of the 3 annual PACADA meetings which will be held during the term of this contract and I agree that we will comply with this condition.

Signature _____

Please Print

Agency: New Hope Integrated Behavioral Health Care

Signed by: David Roden _____

Title: President & Co _____

Date: _____

SCHEDULE I

CERTIFICATION REGARDING SUB-GRANTEE LOBBYING

The undersigned certifies, to the best of his or her knowledge that:

a. No grant funds awarded from federal appropriations have been paid or will be paid, by or on behalf of the sub-grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the sub-grantee shall complete and submit the Standard Form-LLL, Disclosure Form to Report Lobbing, in accordance with its instructions. Contact the federal agency awarding the funds for a copy of form.

This requirement (certification) is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

NAME OF AGENCY

NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY

SIGNATURE OF ABOVE OFFICIAL DATE SIGNED

SCHEDULE II

CERTIFICATION REGARDING SUB-GRANTEE DEBARMENT AND SUSPENSION

In accordance to Federal Executive Order 12549, "Debarment and Suspension," the undersigned certified, to the best of his or her knowledge that as a sub-grantee this agency or its key employees:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form covered transactions by any Federal Department or agency, or by the State of New Jersey;

b. have not within a 3 year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense, in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state and antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

d. have not within a 3-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause of default.

NAME OF AGENCY

NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY

SIGNATURE OF ABOVE OFFICIAL DATE SIGNED

NOTE: The following documents related to debarment and suspension as required by federal regulations will be used as the basis for completion of this certification:

1. List of parties excluded from federal procurement or non-procurement programs. This document is distributed by **U.S. General Services Administration, U.S. Printing Office, Washington, D.C.** This document can be acquired from the Superintendent of Documents by calling (202) 783-3238.

2. Report of Suspension, Debarment and Disqualification's of Firms and Individuals, State of New Jersey. This document is distributed by the **Division Building and Construction, 50 Barracks St., P.O. Box 235, Trenton, New Jersey 08625-0235**.

B-5

RESOLUTION AUTHORIZING A LICENSE AGREEMENT AND EXTENSION OF THE CONTRACT TERM WITH MEDICAT, LLC TO NOVEMBER 9, 2030

WHEREAS, the County of Gloucester has a need for maintenance of the Medicat hosted solution relative to the Medicat Medical Records Database Program used by the Health Department to link to Rowan Wellness Center and Rowan Medicine, and a contract was authorized by Resolution adopted on November 9, 2030 to obtain said necessary maintenance services; and

WHEREAS, Medicat, LLC requires that the County enter into a Software as a Service Agreement ("Agreement") to set forth their terms in granting the County Health Department a license to access Medicat's proprietary software, and to extend the contract end date to November 9, 2030 to coincide with said Agreement.

WHEREAS, the service related to this contract is the provision of the software license and maintenance of proprietary software integrally related to an existing system previously installed in the County, and is an exception to the Local Public Contracts Law as described and provided in N.J.S.A. 40A:11-5(dd); and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq., Medicat, LLC has certified that it has not previously made, and will not make a disqualifying contribution during the term of the contract; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board to attest to the Agreement referenced hereinabove with Medicat, LLC, and that the contract end date shall be extended to November 9, 2030; and

BE IT FURTHER RESOLVED that the remaining balances shall be encumbered upon adoption of the final 2027 through 2030 County budgets, with a Certificate of Availability of Funds to be obtained from the County Treasurer annually, certifying that sufficient funds are available at that time for that particular purchase or service and identifying the line item of the County budget out of which said funds will be paid.

BE IT FURTHER RESOLVED that all other terms of the contract and conditions set forth in the Medicat Order Form attached thereto shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

CONTRACT
BETWEEN THE
COUNTY OF GLOUCESTER
AND
MEDICAT, LLC

THIS CONTRACT is made effective the **25th** day of **November, 2025**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **MEDICAT, LLC**, with an address of 303 Perimeter Center N., Suite 450, Atlanta, GA 30346, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County has a need for the provision and maintenance of the Medicat hosted solution relative to the Medicat Medical Records Database Program for use by the County Health Department to link to Rowan Wellness Center and Rowan Medicine; and

WHEREAS, N.J.S.A. 40A:11-5DD permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because Contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a five (5) year term from November 10, 2025 to November 9, 2030.

2. **COMPENSATION.** The Contractor shall be compensated the total amount of $413,948.01 during the term of the contract, with the installment for year one (1) to be paid upon execution of the contract, and thereafter, paid in annual installments as follows:

a. Year 1:	$77,969.00
b. Year 2:	$80,308.07
c. Year 3:	$82,717.31
d. Year 4:	$85,198.83
e. Year 5:	$87,754.80

The remaining years (two through five), shall be paid upon approval of succeeding County budgets, as annual subscription pricing will increase 3% each year during the term of this Agreement. It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against County for the product or service delivered.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for the provision and maintenance of the Medicat Hosted Solution relative to the Medicat Medical Records Database Program for use by the County Health Department to link to Rowan Wellness Center and Rowan Medicine as set forth in on Order Form attached hereto as Exhibit A and incorporated herein.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in County Bid Specifications or Requests for Proposal, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

e. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract,

including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. The Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such

expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document and Exhibit A. Should there be a conflict between either document and this Contract, then this Contract shall control.

THIS CONTRACT is made effective the **25th** day of **November, 2025**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

MEDICAT, LLC

_____

_____

By: LAUREN PRAGOFF
Title: CEO

Docusign Envelope ID: 43F717F0-C0C4-4E25-BB69-FB17FE9972E3

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than $17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Medicat, LLC

Signed: Lauren Pragoff Title: CEO

Print Name: Lauren Pragoff Date: 11/4/2025

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

Docusign Envelope ID: 43F717F0-C0C4-4E25-BB69-FB17FE9972E3

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

Docusign Envelope ID: 43F717F0-C0C4-4E25-BB69-FB17FE9972E3

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

Docusign Envelope ID: 43F717F0-C0C4-4E25-BB69-FB17FE9972E3

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than $17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. **19:44A-20.26** and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12-month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name
none		

Docusign Envelope ID: 43F717F0-C0C4-4E25-BB69-FB17FE9972E3

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Medicat, LLC

Signed: [signature] Title: CEO

Print Name: Lauren Pragoff Date: 11/4/2025

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

Docusign Envelope ID: 43F717F0-C0C4-4E25-BB69-FB17FE9972E3

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

Docusign Envelope ID: 43F717F0-C0C4-4E25-BB69-FB17FE9972E3

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

EXHIBIT A

medicat

303 Perimeter Center N., STE 450, Atlanta, GA 30346
businessservices@medicat.com

Issued Date: 12/4/2025
Offer Valid Through: 12/31/2025

Medicat Order Form for: **Gloucester County Department of Health**

Address: 204 East Holly Avenue
City: Sewell
State: NJ
Zip Code: 08080

Billing Contact:
Name: Karen Christina
Email: kchristi@co.gloucester.nj.us
Phone:

Primary Contact:
Name: Karen Christina
Email: kchristi@co.gloucester.nj.us
Phone:

Order Information
Billing Frequency: Annual Upfront
Payment Terms: Net 30
Payment Method: Check / ACH

Start Date: 11/10/2025
Term in Years: 5
End Date: 11/9/2030
Annual Uplift: 3%

Medicat Contact:
Name: Leah Mulcahey
Email: lmulcahey@medicat.com
Phone:

Products & Services	Start Date	Quantity	Unit Price	Amount
Medicat Hosted Solution	11/10/2025	1	$ 77,969.00	$ 77,969.00
Concurrent User Licenses	11/10/2025	10	$ -	$ -
DrFirst e-Prescribing EPCS License	11/10/2025	1	$ -	$ -
Stedman's Spellcheck	11/10/2025	1	$ -	$ -
Lexicomp Patient Education	11/10/2025	1	$ -	$ -
Business Intelligence Advanced Reporting	11/10/2025	1	$ -	$ -
Enable Text	11/10/2025	1	$ -	$ -
Patient Portal Suite	11/10/2025	1	$ -	$ -
Mobile Self Check-In / Self Check-In	11/10/2025	1	$ -	$ -
Communicable Disease Interface	11/10/2025	1	$ -	$ -
NJ State Bi-Directional Lab Interface	11/10/2025	1	$ -	$ -
LabCorp Interface	11/10/2025	1	$ -	$ -
Radiology Interface	11/10/2025	1	$ -	$ -
State Immunization Registry Interface	11/10/2025	1	$ -	$ -

Annual Payment Schedule		
Period		Amount
Year 1:	$	77,969.00
Year 2:	$	80,308.07
Year 3:	$	82,717.31
Year 4:	$	85,198.83
Year 5:	$	87,754.80
Grand Total:	**$**	**413,948.01**

Comments: N/A

Billing Frequency Term: Recurring items will be invoiced 60 days prior to the annual start date. Non-Recurring, one time fee items will be invoiced upon signing. Recurring items added throughout the course of an Annual Term will be invoiced accordingly and upon signing.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Medicat may provide certain implementation and related Services prior to the first year Start Date at its sole discretion.

Miscellaneous:
SLA: https://medicat.com/service-level-commitment
Privacy Policy: https://medicat.com/privacy-policy/
VPAT: Request a copy from your Medicat representative
SOC 2 Type 2 - Request a copy from your Medicat representative.

Medicat Support: Will be available 8:00AM - 8:00 Pm EST with On-Call Agent availability for urgent issues outside of business hours and on weekends. Typical response times during regular business hours is 2 hours or less, or 1 hour for urgent issues.

Terms and Conditions: This Order Form shall be governed by the agreed upon Terms and Conditions and any dually signed and executed Amendments. In the event of any conflict between the agreed upon Terms & Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

Subprocessor Disclosure and Consent: Client acknowledges and agrees that Medicat may engage third-party subprocessors to support the delivery of the Services, including subprocessors that may process Protected Health Information ("PHI") on behalf of Medicat in accordance with HIPAA. A current list of Medicat's subprocessors, along with Medicat's subprocessor onboarding and notice procedures, is maintained at: https://medicat.com/medicat-subprocessors-and-notice-terms.pdf (the "Subprocessor Page").

By executing this Order Form, Client agrees to the terms of the Subprocessor Page, which is incorporated by reference into this Order Form, including the list of subprocessors identified therein and any related procedures for subprocessor engagement, notice, and objection.

Purchase Order Information: Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

Tax Information:
Check here if your organization is exempt from US state sales tax: _____
Please email all US State sales tax exemption certifications to businessservices@medicat.com

By executing this Order Form, each party agrees to be legally bound by this Order Form.

	Client	Medicat
Signature		
Name		
Title		
Date		

Medicat Software as a Service Master Terms and Conditions

This Software as a Service Master Terms and Conditions ("Master Terms and Conditions" or "Terms") is entered into between Gloucester County Department of Health ("Client") located at 204 East Holly Ave., Sewell, NJ 08080 and Medicat, LLC ("Medicat"), 303 Perimeter Center N., STE 450, Atlanta, GA 30346.

These terms and conditions apply to the provision of the products or services identified on the Order Form by Medicat to the entity identified in the Order Form ("**Client**"). An "**Order Form**" means any order for the provision of products or services signed by Client. These Terms are incorporated into the Order Form and together, along with any addendums, form the "**Agreement.**" Medicat and Client are referred to in this Agreement each as a "**party**" and together as the "**parties.**"

1. **Service.** Subject to the terms of this Agreement, Medicat grants Client a limited, non-exclusive, non-transferable, right and license, without the right to sublicense, to access Medicat's proprietary software offering(s) (such offerings, together with any other products and services identified in the Order Form, the "**Service**"). **Client Data**: "*Client Data*" means all data, information, content, and material provided by or on behalf of the Client, including any data input by the Client, its authorized users, or any other person authorized by the Client into the Service, or otherwise transmitted or processed by or on behalf of the Client in connection with the Service. Client Data may include, without limitation, personally identifiable information, and client-specific proprietary data. All rights in and to the Service not expressly granted to Client in this Agreement are reserved by Medicat. Medicat shall: (a) deploy all updates to the Service to Client that Medicat provides to its Clients generally for no additional charge; and (b) provide support ("**Support**") pursuant to the terms described on the Order Form. For purposes of this Agreement, "**User**" means an individual who is authorized by the Client to use the Service and for whom Client has purchased a subscription.

2. **Client Restrictions.** Client shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Medicat's policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Medicat system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Client Data in a way that circumvents

a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below);

3. **Client Responsibilities.** Acceptable Use Policy provided within the Service and available at https://medicat.com/acceptable-use-policy (the "**AUP**"). Client agrees to reasonably assist in connection with a User's adherence to the AUP. Client further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Medicat; (b) obtain from Users any consents necessary under this Agreement to allow Medicat to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Medicat promptly of any such unauthorized access or use of which it learns; and (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service.

4. **Representations.** Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.

5. **Medicat Warranties.** Medicat warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Client Data; (b) the Service will substantially conform to the operational features detailed in the documentation that properly accompanies the Service, provided the Service is accessed and used as provided for therein. As Client's sole and exclusive remedy for Medicat's breach of the warranties set forth in this Section 5, Medicat shall correct the non-conforming Service at no additional charge to Client. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, MEDICAT AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, MEDICAT DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE

WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY MEDICAT IN THIS SECTION 5.

6. **Fees**. As consideration for the subscription to the Service, Client shall pay all fees set forth in an Order Form ("**Fees**") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. All Fees owed by Client are exclusive of, and Client shall pay all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Medicat reserves the right (in addition to any other rights or remedies Medicat may have) to discontinue the Service and to suspend all Users' and Client's access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.

7. **Service Standard**. Medicat will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("**Service Commitment**") as outlined at https://www.medicat.com/service-level-commitment . Any days prior to Client's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Medicat. Client's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Medicat to provide a credit as outlined at https://medicat.com/service-level-commitment ; on the condition that Client notifies Medicat in writing of such claim within thirty (30) days of becoming eligible for such claim.

8. **Compliance**. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act (HIPAA). Without limiting the generality of the foregoing, Client shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties. Client Data stored within Medicat's hosted database, including Protected Health Information (as defined in Exhibit A), shall be considered the Client's property. Upon termination of this Agreement, at the Client's written request, Medicat agrees to deliver a copy of the Client Data to the Client in a mutually agreeable electronic format at no additional charge to the Client. Medicat may engage third-party subprocessors to support the delivery of the Service, including subprocessors that may access or process Client Data, including Protected Health Information ("**PHI**"), in accordance with HIPAA and other applicable laws. A current list

of Medicat's subprocessors, along with the terms governing subprocessor engagement, notice, objection, and other related procedures, is maintained at [https://medicat.com/medicat-subprocessors-and-notice-terms.pdf] (the "**Subprocessor Page**"). The Subprocessor Page is incorporated into this Agreement by reference. By entering into this Agreement, Client agrees to the terms of the Subprocessor Page. In the event of a conflict between this Agreement and the Subprocessor Page with respect to subprocessors, the Subprocessor Page will control.

9. **Data Use.** Client agrees that data derived from Medicat's provision of the Service or Client's use of the Service ("**Usage Data**") may be used by Medicat for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Medicat for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Medicat owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Client Data or any information that identifies or can be reasonably used to identify an individual person or Client.

10. **Third-Party Services.** Client may access third-party services, data or links through the use of the Service (collectively "**Third-Party Services**"). Medicat does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Medicat is not responsible for Third-Party Services.

11. **Limitation of Liability.**
    a. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 15, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY THE CLIENT UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

b. MEDICAT EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY CLAIM FOR INJURIES OR DAMAGES RELATED TO THE USE OF THE LICENSED SOFTWARE FOR DIAGNOSIS AND TREATMENT PURPOSES.
c. WITH RESPECT TO ELECTRONIC CLAIMS, MEDICAT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN ANY CLAIMS RECEIVED FROM CLIENT OR TRANSMITTED TO PAYERS UNLESS DIRECTLY CAUSED BY MEDICAT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. MEDICAT SHALL NOT BE RESPONSIBLE FOR ANY UNAUTHORIZED OR OTHER IMPROPER TRANSMISSION BY OR ON BEHALF OF THE CLIENT.

12. **Confidentiality**. Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "**Affiliate**") may disclose (in such capacity the "**Disclosing Party**") Confidential Information to the other party or its Affiliates (in such capacity, the "**Receiving Party**") in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party's employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential and proprietary information, data, or know-how, including but not limited to all Personal Information and information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Medicat. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper

authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Medicat will also comply with all court orders or subpoenas involving requests for such information.

13. **Proprietary Rights**. As between Client and Medicat, the Medicat Intellectual Property is, and shall at all times remain the sole and exclusive property of Medicat. Medicat shall have the right, in its sole discretion, to modify the Medicat Intellectual Property. "**Medicat Intellectual Property**" means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Medicat and/or its licensors; and (d) all other intellectual property owned by Medicat including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

14. **Term and Termination**.
    a. **Term**. The term of this Agreement is specified in the Order Form, ***i.e.*, November 10, 2025 to November 9, 2030** ("**Term**") and shall continue for its full duration unless otherwise set forth herein. Thereafter, the Agreement may renew for additional Terms, only upon written mutual agreement.
    b. **Termination**. Either party may terminate this Agreement in the event the other party materially breaches this Agreement and does not cure such breach within thirty (30) days after written notice from the non-breaching party setting forth the nature of the material breach. Upon termination of this Agreement for any reason, Client shall immediately discontinue all use of the Service, and thereafter shall have no further right, license or privilege to access, or use the Service.
    c. **Suspension of Service**. Medicat may suspend a User's access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Medicat will use commercially reasonable efforts to provide notice to Client in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Medicat. Client agrees that Medicat will not be liable to Client or a

User if Medicat exercises its suspension rights as permitted by this Section 14.

15. **Indemnification.**

a. Medicat will indemnify and defend Client from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Medicat shall not be obligated to indemnify Client if such infringement or misappropriation claim arises from: (a) the Client Data; (b) Client's or User's misuse of the Service; or (c) Client's or User's use of the Service in combination with any products, services, or technology not provided by Medicat. If a claim of infringement or misappropriation is made, Medicat may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Client, other than Medicat's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees. Client will indemnify and defend Medicat from and against any and all losses, liabilities, and claims arising out of the negligent acts or omissions of Client, its agents or employees pertaining to use of the Service under this Agreement.

b. The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

16. **Consent for Promotion**. Client agrees to allow Medicat to use its name, logo, and use details in both text and pictures in its various marketing communications and materials, in accordance with Client's trademark guidelines and policies.

17. **Cooperative Purchasing**. Medicat has the sole discretion to allow other organizations to utilize this Agreement to engage in cooperative purchasing with other organizations ("Cooperative Purchasing"). The following conditions apply: (a) Medicat will require separate agreements and order forms with participating organizations; and (b)

Organizations taking advantage of this Agreement (participating organizations) must comply with the Agreement and (c) Medicat has no further obligations or liabilities to the client beyond this Agreement for participating organizations.

18. **General**. Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement.
    a. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Medicat shall be sent to: **Medicat, LLC, 303 Perimeter Center N. STE 450, Atlanta GA 30346 Attention: General Counsel and, if by email, to:** businessservices@medicat.com. For purposes of service messages and notices about the Service, Medicat may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Medicat is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, cyberattacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist.
    b. Any dispute or claim arising out of, or in connection with, this Agreement (except for claims for equitable relief which shall not be subject to this provision) shall be finally settled by binding arbitration in Client's state, in accordance with the then-current rules and procedures of the American Arbitration Association by one (1) arbitrator appointed by the American Arbitration Association. The arbitrators shall apply the law of the Client's state, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The parties specifically waive and disclaim the applicability of the Uniform Commercial Code, Uniform Electronic Transactions Act, and Uniform

Computer Information Transactions Act to this Agreement. In the event any action or proceeding is brought in connection with this Agreement, each party shall be responsible for its costs and reasonable attorneys' fees. Except for the Client and Medicat, no other party may sue or be sued under this Agreement.

c. Medicat is an independent contractor to Client. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
d. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Client may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect.
e. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 12, 13, 14, 16, and 18).

Client: Gloucester County o/b/o the Department of Health	**Medicat**
Signature:	Signature:
Name: Frank J. DiMarco	Name: Lauren Pragoff
Title: Director	Title: CEO
Date:	Date:

EXHIBIT A - BUSINESS ASSOCIATE AGREEMENT

Client's execution of the Business Associate Agreement does not constitute an agreement or admission that Client is a Covered Entity for purposes of HIPAA in the services transacted under the Agreement.

1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA 45 CFR 160.103 and 164.501.

(a) Business Associate. "Business Associate" shall mean **Medicat, LLC.**

(b) Covered Entity. "Covered Entity" shall mean **Gloucester County Department of Health.**

(c) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(d) Privacy and Security Rules. "Privacy and Security Rules" shall mean the Standards for Privacy and Security of Individually Identifiable Health Information at 45 CFR part 142, part 160 and part 164, subparts A and E, as well as the Health Information Technology for Economic and Clinical Health and any regulations promulgated thereunder.

(e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement, including incidents that constitute breaches of unsecured protected health information. Business Associate also agrees to report to Covered Entity any security incident of which it becomes aware.

(d) Business Associate agrees to establish and use appropriate procedures to safeguard against improper uses and disclosures of the Protected Health Information. In the case of electronic Protected Health Information created, received, maintained or transmitted on behalf of the Covered Entity, such procedures shall include implementation of administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such electronic Protected Health Information.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.

(g) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section (f) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(i)Business Associate shall request from Covered Entity no more than the minimum necessary Protected Health Information to perform the Services.

(j) Business Associate may disclose Protected Health Information to, and permit the use of Protected Health Information by, its employees, contractors, agents, or other representatives only to the extent reasonably necessary for the performance of the services for or on behalf of Covered Entity, and in compliance with the Privacy and Security Rules.

(k) Business Associate acknowledges and agrees that it shall comply with each provision of the American Recovery and Reinvestment Act of 2009 ("ARRA") that extends a HIPAA Privacy and Security Rules or Security Rule requirement to Business Associates of Covered Entities and subsequent amendments thereto.

(l) To the extent required by the Privacy and Security Rules, Business Associate shall allow access to Protected Health Information by Covered Entity or the individual to whom such Protected Health Information relates, to the extent that such Protected Health Information is maintained in a designated record set, at reasonable times and in a manner reasonably directed by Covered Entity, in order to meet the individual access requirements under 45 CFR §164.524.

(m) To the extent required by the Privacy and Security Rules, Business Associate shall make any amendments to Protected Health Information maintained in a designated record set that Covered Entity directs pursuant to the amendment requirements under 45 CFR §164.526.

3. Reporting and Mitigating Any Unauthorized Uses and Disclosures

(a) In the event that Business Associate acquires knowledge of any use or disclosure of Protected Health Information that violates this Business Associate Agreement, Business Associate shall report such violation in writing to Covered Entity as soon as practicable.

(b) Business Associate shall establish procedures for mitigating, to the greatest extent possible, any deleterious effects arising from any use or disclosure of Protected Health Information which is not authorized pursuant to this Business Associate Agreement.

(c) Business Associate shall notify impacted persons of any privacy breach (as defined by Section 13400 of the ARRA with respect to Protected Health Information maintained, used, or disclosed by Business Associate pursuant to the agreement between Business Associate and Covered Entity. Pursuant to such obligation, Business Associate will, with respect to any privacy breach,

(i) Investigate any impermissible use or disclosure of Protected Health Information;

(ii) Determine whether there is a significant risk of financial, reputational, or other harm to the affected individual;

(iii) Document and retain the risk assessment and exception analyses, and make them available to the Covered Entity promptly upon request;

(iv) Notify each individual impacted by the breach by first class mail without unreasonable delay and within the applicable statutory notification period and provide toll-free telephone numbers to handle any follow-up inquiries. The notice will consist of:

(A) a brief description of the incident, including the date of the breach and the date it was discovered,

(B) a description of the types of Protected Health Information involved in the breach (such as name, Social Security Number, birth date, home address, account number or health claim information,

(C) the steps the individual should take to protect the individual from potential harm,

(D) a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to impacted individuals, and to protect against further incidents, and

(E) a toll-free number for individuals to call for more information;

(v) Provide a substitute notice to individuals for whom there is insufficient mailing address information;

(vi) Maintain a log and provide the Covered Entity with an annual report of breaches that impact fewer than 500 persons;

(vii) Notify the Department of Health and Human Services immediately, in the event the breach impacts more than 500 individuals, or annually, for breaches involving up to 500 individuals; and

(viii) Alert the Covered Entity to any required media notifications and coordinate any such notifications as necessary.

4. Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Medicat Master Terms and Conditions and to test, install, update, enhance or service the licensed medical information software and its corresponding database, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity.

(a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

5. Obligations of Covered Entity

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522.

(d) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

6. Term and Termination

(a) Term. The Term of this Agreement shall be from the effective date of the Medicat Master Terms and Conditions, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement as it applies to the Covered Entity if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity. Contracts between business associates and business associates that are subcontractors are subject to these same requirements.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return, or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7. General Provisions

(a) This Business Associate Agreement may not be modified, nor shall any provision be waived or amended, except in a writing duly signed by both parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to enforcement of any right or remedy as to subsequent events.

(b) Any notice required or permitted under this Business Associate Agreement shall be made by personal service, by commercial courier, or by certified mail with return receipt requested, and shall be deemed effective upon receipt. Notice shall be delivered to the contact person designated below, unless a party directs otherwise upon written notice to the other party:

(c) The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as necessary for the Covered Entity to comply with the requirements of the Privacy and Security Rules.

(d) All notices, requests and demands or other communications to be given hereunder to a Party shall be made via first class mail, registered or certified or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below:

If to Business Associate:
Medicat LLC

Attn: Mike Meyers, Director of Information Technology
Address: 303 Perimeter Center N., Ste. 450
Atlanta, GA 30346

Telephone number: (866) 633-4053

If to Covered Entity:
Gloucester County Department of Health

Attn: Michelle Baylor, Director

204 East Holly Avenue
Sewell, NJ 08080
856-218-4105

Exhibit B - MEDICAL CONTENT LICENSE AGREEMENT

Product - Licensor	Product - Licensor
Wolters Kluwer Health Language (CPT4, ICD9/10 & Code Search) Relaymed	Lexicomp Patient Instructions - Wolters Kluwer DSM-5 Code Set - American Psychiatric Assoc. Rcopia ePrescribing - DrFirst

In using the Licensed Software, the Client will choose to purchase access to one or more of the above referenced products offered by Medicat, hereinafter referred to as 'Licensed Content.' This Licensed Content is copyrighted, proprietary work for which all rights, including the copyright and trademark, are owned by the respective third-party Licensors. To permit Client's use of this Licensed Content, Licensors require agreement with the terms in this Exhibit B.

1.1 License Grant. During the term, Medicat grants to Client (hereafter 'End-User') a limited, non-exclusive, non-transferable license to access and use of the Licensed Content. This is not a sale of the Licensed Content or of a copy of the Licensed Content. Any use or attempted use of the Licensed Content other than as expressly permitted herein is a material breach of this Exhibit B. The Licensed Content were developed by Licensors for use only in the United States and its territories.

1.2 License Restrictions. End-User may print limited portions of the content contained within the Licensed Content for End-User's internal business use or for distribution to a patient as a written supplement to counseling by that patient's health care provider subject to the following sentence. End-User shall not: (a) print in whole or in substantial part the Licensed Content for redistribution; (b) modify, translate, create derivative works of, reverse engineer, decompile, disassemble, or attempt to derive or alter any source code of the Licensed Content or any underlying software; (c) use the Licensed Content to provide service bureau, time sharing, or similar services to third parties, including any parent, subsidiary, or other affiliate of End-User unless such use by the parent, subsidiary, or other affiliate is explicitly permitted herein and such parent, subsidiary or other affiliate is bound by the terms of this Exhibit B.; or (d) distribute, sublicense, sell, assign, transfer, rent, lease, pledge, or encumber the Licensed Content, or make any attempt to do so; (e) alter, remove, or hinder delivery of any copyright, disclaimer, or proprietary notice appearing in the Licensed Content;.

1.3 No Competitive Products. Under no circumstances shall End-User use the Licensed Content or information contained therein or results derived therefrom, to develop a product(s) or service(s) in any format similar to, or which could be competitive with the Licensed Content.

1.4 End-User Modifications. Except to include patient specific information or instructions outside of the Licensor's content, End-User shall not modify, or create a derivative work from, the Licensed Content without the explicit, prior written permission of Licensor and Medicat. End-User assumes all liability for any modification made by End-User, or on behalf of End-

User. Licensor and Medicat specifically disclaim all warranties of any nature, express and implied, regarding any End-User-modified Licensed Content.

1.5 Professional Responsibility. End-User acknowledges and agrees that the professional duty to a patient in the provision of healthcare services (including but not limited to the dispensing of drug prescriptions, provision of drug information, substitution of one drug product for another, availability of generic substitutable alternative drug products, providing instruction, and answering questions a patient may have) lies solely with the healthcare professional providing direct patient care or pharmacy services. End-User acknowledges and agrees that clinical information and screening functions in the Licensed Content are intended only as a limited supplement to, and not replacement for, the professional clinical judgment of a healthcare professional. End-User acknowledges and agrees that neither Licensor nor Medicat provides medical, pharmaceutical, or other professional advice or patient services in connection with this Exhibit B. or as part of or as a result of the provision of the Licensed Content and have no ability to verify patients' understanding of their medications and the effects of such medications. End-User acknowledges that content from the Licensed Content provided to patients: (a) is not a substitute for verbal medication counseling or physical demonstration of an administration technique by a healthcare professional, (b) may be confusing to certain patients when not interpreted by a healthcare professional, and (c) is designed solely to support the verbal information transfer by healthcare professionals and to serve as a non-comprehensive take home reference source for patients or caregivers. Therefore, as between End-User, on the one hand, and Licensor on the other hand, End-User takes full responsibility for its use of the content in, and function of, the Licensed Content in patient care. Standards and practices in medicine change as new data become available, and End-User or any healthcare professional receiving access to the software via End-User should consult a variety of sources. In addition, with respect to prescription medication, End-User or any medical professional receiving access to the software via End-User is advised to check the product information sheet accompanying each drug to verify conditions of use and identify any changes in dosage schedule or contraindications, particularly if the agent to be administered is new, infrequently used, or has a narrow therapeutic range.

1.6 Effect of Termination. Upon expiration or termination of the agreement between Medicat and Licensor or this Exhibit B. for any reason, the right to use the Licensed Content granted hereunder terminates. If so required by law or a regulatory agency, for archival purposes only, End-User may retain data from the Licensed Content if the data was derived in accordance with this Exhibit B. Data from the Licensed Content that has been included in a patient's electronic health record prior to termination may be retained in that electronic health record after termination.

1.7 Title. End-User agrees that all right, title, and interest in and to the Licensed Content and all information therein, including all copyrights and other intellectual property inherent therein or appurtenant thereto, are, and at all times shall remain, the sole and exclusive property of Licensor.

1.8 Disclosure. End-User shall treat the Licensed Content as confidential. End-User shall not share or disclose the Licensed Content to any individual or entity other than as set forth herein and except as necessary to provide services to End-User's patients. If End-User receives a subpoena or other legal process that requires End-User to disclose the Licensed Product to a third-party, End-User shall promptly notify Licensor and provide Licensor with an opportunity to object to such disclosure prior to disclosing the Licensed Content.

1.9 No Other Rights. Rights not expressly granted to End-User herein are reserved to Licensor and/or Medicat as may be the case. End-User shall not have any implied rights in, or to use of, the Licensed Content; rather, all rights applicable to End-User are expressly set forth in this Exhibit B.

1.10 DISCLAIMER OF WARRANTIES. LICENSOR RECEIVES DATA AND INFORMATION FROM MANY INDEPENDENT SOURCES, INCLUDING DRUG MANUFACTURERS AND GOVERNMENT AGENCIES. LICENSOR CANNOT, AND DOES NOT, INDEPENDENTLY REVIEW, VERIFY, TEST, OR SUBSTANTIATE THE CONTENT FOR ACCURACY, TIMELINESS, OR COMPLETENESS AND DISCLAIMS ALL RESPONSIBILITY FOR ANY OMISSIONS OR ERRORS THEREIN AND FOR ANY ADVERSE CONSEQUENCES RESULTING THEREFROM. IN ADDITION, THE CONTENT MAY NOT NECESSARILY COVER ALL POSSIBLE USES, DIAGNOSES, TREATMENT OPTIONS, DIRECTIONS, PRECAUTIONS, DRUG INTERACTIONS, DOSAGE LIMITATIONS, LOCAL PRACTICES, OR ADVERSE EFFECTS APPLICABLE TO A PARTICULAR HEALTH CONDITION, DRUG OR TREATMENT OR A PARTICULAR PATIENT. ALTHOUGH THE CONTENT COVERS A WIDE RANGE OF HEALTH CONDITIONS, PRESCRIPTION AND NON-PRESCRIPTION DRUGS AND TREATMENT OPTIONS, IT DOES NOT INCLUDE ALL HEALTH CONDITIONS, DRUGS, VACCINES, DEVICES, AND DIAGNOSTIC AGENTS. ACCORDINGLY, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ABSENCE OF A WARNING FOR A GIVEN HEALTH CONDITION, DRUG OR DRUG COMBINATION, OR TREATMENT OPTION IS NOT AN INDICATION THAT NO SUCH WARNING MAY BE RELEVANT TO A PARTICULAR PATIENT. MOREOVER, THE CONTENT THAT MAY BE PROVIDED TO END-USER OR END-USER PATIENTS MAY PROVIDE USEFUL INFORMATION ABOUT HEALTH CONDITIONS, MEDICATIONS, AND TREATMENT OPTIONS, BUT THE CONTENT IS LIMITED, AND MAY BE CONFUSING TO CERTAIN PATIENTS WHEN NOT INTERPRETED BY A HEALTHCARE PROFESSIONAL. THE CONTENT IS NOT INTENDED, AND END-USER AGREES NOT TO RELY ON, AND AGREES TO INSTRUCT ITS PATIENTS NOT TO RELY ON, THE CONTENT AS A SUBSTITUTE FOR THE KNOWLEDGE, EXPERTISE, SKILL, VERBAL COUNSELING, PHYSICAL DEMONSTRATION OF AN ADMINISTRATION TECHNIQUE, OR JUDGMENT OF PHARMACISTS, PHYSICIANS, OR OTHER HEALTHCARE PROFESSIONALS IN PATIENT CARE.

IN LIGHT OF THE FOREGOING, THE LICENSED CONTENT ARE FURNISHED BY LICENSOR "AS IS" AND LICENSOR, ITS AFFILIATES, AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED CONTENT OR ANY SERVICES HEREUNDER AND DISCLAIM ALL IMPLIED REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE ARISING OUT OF OR RELATED TO THIS EXHIBIT B., THE LICENSED CONTENT, OR RESULTS DERIVED THEREFROM INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS AND WARRANTIES (i) REGARDING COMPREHENSIVENESS, SUITABILITY, AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THE LICENSED CONTENT (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OR ANY WARRANTY THAT THE CONTENT SATISFIES GOVERNMENT REGULATIONS. NO LICENSOR EMPLOYEE, CONSULTANT, REPRESENTATIVE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS EXHIBIT B.

B-6

RESOLUTION AUTHORIZING A PURCHASE FROM ALLIED UNIVERSAL SECURITY SERVICES VIA STATE CONTRACT FROM JANUARY 1, 2026 TO MAY 31, 2026 IN AN AMOUNT NOT TO EXCEED $270,000.00

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through the State Contract, without the need for public bidding; and

WHEREAS, the County of Gloucester has a need for the provision of armed and unarmed security professionals to be available at the County Health Department, the Division of Social Services, and the Budd Boulevard location to ensure the safety and well-being of employees and clients; and

WHEREAS, it has been determined that the County can purchase said services from Allied Universal Security Services via State Contract 19-GNSV1-00840, from January 1, 2026 to May 31, 2026 in an amount not to exceed $270,000.00; and

WHEREAS, the purchase shall be for estimated units of service on an as-needed basis, which does not obligate the County of Gloucester to obtain any minimum service, so that no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that purchases from Allied Universal Security Services via State Contract 19-GNSV1-00840, is hereby authorized for the term January 1, 2026 to May 31, 2026 in an amount not to exceed $270,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

PHILIP D. MURPHY
Governor

TAHESHA L WAY
Lt. Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230
https://www.njstart.gov

ELIZABETH MAHER MUOIO
State Treasurer

AMY F. DAVIS, ESQ
Acting Director

Change Order #20
T0900 – Armed and Unarmed Security Guard Services for NJ Statewide Locations

Contract #19-GNSV1-00840

To: **All Using Agencies**

DATE: May 27, 2025

FROM: Kimara Young, State Procurement Specialist
Procurement Bureau

SUBJECT: **Contract Extension with Price Increase – Armed and Unarmed Security Guard Services for NJ Statewide Locations**

CONTRACT TERM: Original Term: June 1, 2019 to May 31, 2022
1st Extension: June 1, 2022 to May 31, 2023
2nd Extension: June 1, 2023 to May 31, 2024
3rd Extension: June 1, 2024 to May 31, 2025
4th Extension: June 1, 2025 to May 31, 2026

Please be advised that the Contract #19-GNSV1-00840, awarded to Allied Universal Security Services for T0900 - Armed and Unarmed Security Guard Services for NJ Statewide Locations, has been extended for one (1) year commencing on June 1, 2025 and expiring on May 31, 2026, or upon award of a new Contract.

Allied Universal Security Services has agreed to this one (1) year extension with the following price increases:

Price Line #	Description	County	Current Price	New Price
611	All-inclusive hourly rate for Senior Coordinator.	N/A	$ 39.55	$ 39.93
612	All-inclusive hourly rate for Armed Security Guard service. No radio.	Atlantic	$ 34.86	$ 37.98

660	All-inclusive hourly rate for Unarmed Security Guard service. Roving Security.	Essex	$ 35.40	$ 37.90
661	All-inclusive hourly rate for Armed Security Guard service. No radio.	Glouceste r	$ 35.13	$ 38.11
662	All-inclusive hourly rate for Armed Security Guard service. With radio.	Glouceste r	$ 35.17	$ 38.15
663	All-inclusive hourly rate for Armed Security Guard service. Roving Security.	Glouceste r	$ 37.05	$ 40.03
664	All-inclusive hourly rate for Supervisor.	Glouceste r	$ 34.92	$ 35.30
665	All-inclusive hourly rate for Unarmed Security Guard service. No radio.	Glouceste r	$ 31.39	$ 32.56
666	All-inclusive hourly rate for Unarmed Security Guard service. With radio.	Glouceste r	$ 31.46	$ 32.63
667	All-inclusive hourly rate for Unarmed Security Guard service. Roving Security.	Glouceste r	$ 33.56	$ 34.73
668	All-inclusive hourly rate for Armed Security Guard service. No radio.	Hudson	$ 37.00	$ 39.71
669	All-inclusive hourly rate for Armed Security Guard service. With radio.	Hudson	$ 37.05	$ 39.76
670	All-inclusive hourly rate for Armed Security Guard service. Roving Security.	Hudson	$ 38.91	$ 41.62
671	All-inclusive hourly rate for Supervisor.	Hudson	$ 34.29	$ 34.67
672	All-inclusive hourly rate for Unarmed Security Guard service. No radio.	Hudson	$ 33.50	$ 36.00
673	All-inclusive hourly rate for Unarmed Security Guard service. With radio.	Hudson	$ 33.54	$ 36.04
674	All-inclusive hourly rate for Unarmed Security Guard service. Roving Security.	Hudson	$ 35.40	$ 37.90
675	All-inclusive hourly rate for Armed Security Guard service. No radio.	Hunterdon	$ 35.31	$ 36.84

B-7

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CME ASSOCIATES

WHEREAS, by Resolution adopted January 3, 2025, the County of Gloucester awarded a professional services contract to CME Associates for engineering services regarding septic system plan reviews, as per RFP-25-007, in an amount not to exceed $170,000.00; and

WHEREAS, additional, unanticipated services were required by the County Health Department, thereby requiring an increase in the contract in an amount not to exceed $12,000.00, resulting in a new total contract amount not to exceed $182,000.00; and

WHEREAS, the contract is for estimated units of service on an as-needed basis and is therefore open-ended, which does not obligate the County of Gloucester to make any minimum purchase or engage any service and, therefore, a Certificate of Availability of Funds is not required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to an amendment to the contract with CME Associates for unforeseen, additional engineering services required for septic system plan review, as per RFP-25-007, thereby increasing the contract in an amount not to exceed $12,000.00, and resulting in a new total contract amount not to exceed $182,000.00 through the contract end date; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
CME ASSOCIATES

THIS is an amendment to a Contract entered into on the 3rd day of **January, 2025** by and between the **COUNTY OF GLOUCESTER**, hereinafter referred to as **"County"**, and **CME ASSOCIATES** of One Market Street, Suite 1F, Camden, NJ 08102, hereinafter referred to as **"Contractor"**.

NOW, THEREFORE, in further consideration for the mutual promises made by and between County and Contractor in the above-described contract, the parties hereby agree to an amendment to the contract as follows:

The Contract is hereby amended due to unanticipated, additional work needed by the County Health Department regarding septic system plan reviews, as per RFP-25-007, thereby increasing the contract in an amount not to exceed $12,000.00, for a new total contract amount not to exceed $182,000.00 through the end of the contract.

ALL OTHER TERMS and provisions of the contract and the conditions set forth therein shall remain in full force and effect.

THIS AMENDMENT is effective as of the 21st day of **January, 2026.**

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO,
DIRECTOR

ATTEST:

CME ASSOCIATES

By: EDWARD F. D'ARMIENTO
Title: PE, CME, CFM

B-8

RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS SERVICE PROVIDERS FROM JANUARY 1, 2026 TO DECEMBER 31, 2026

WHEREAS, the County of Gloucester, through the Division of Senior Services, seeks to provide various services to address the diverse needs of its senior population, aged 60 or older, and requested proposals from interested providers via RFP-24-040, and evaluated those proposals consistent the terms and provisions of N.J.S.A. 40A:11-4.1 and N.J.A.C. 5:34-4.1; and

WHEREAS, based on the evaluation of the proposals, the Purchasing Department has recommended awarding contracts using State Area Plan Grant funds, and any local match or client donations, for the following:

- **SJ Transportation Authority**, for escorted transportation of non-emergency medical and blind/visually impaired seniors, in an amount not to exceed $82,599.00.
- **SJ Legal Services, Inc.**, for legal advice, assistance, or representation to the elderly, in an amount not to exceed $21,955.00.
- **Evergreen Court**, for Adult Medical Daycare services, in an amount not to exceed $30,600.00.
- **GC Department of Health and Human Services**, for the Physical Activity, Walking Exercise Program, in an amount not to exceed $4,220.00.
- **GC Department of Health and Human Services**, for provision of the Senior Health Connection Program, in an amount not to exceed $15,150.00.
- **Peter Alfinito Law Office** - for legal services regarding the Free Simple Wills for Seniors Program, in an amount not to exceed $90,000.00.
- **Borough of Glassboro**, for Assistance to Municipal Centers, in an amount not to exceed $133,100.00.
- **RCSJ**, for the Stress Busting for Caregivers Program, in an amount not to exceed $26,108.00.
- **RCSJ**, for the Community Service Corp Wellness Program, in an amount not to exceed $8,320.00.
- **Glassboro Housing Authority**, for services to preserve and strengthen the daily life of senior citizens residing in GHA developments, in an amount not to exceed $52,194.00.
- **GC Division of Social Services**, for the Adult Protective Services Program in an amount not to exceed $161,122.00.
- **Senior Citizens United Community Services,** for Personal Care services, in an amount not to exceed $50,100.00.
- **RCSJ**, for the Friendly Visitor-Reading & Writing Program, in an amount not to exceed $5,620.00.
- **Visiting Angels**, for Housekeeping services, in an amount not to exceed $10,000.00.
- **Senior Citizens United Community Services**, for Personal Care services, in an amount not to exceed $40,100.00.

WHEREAS, the contracts shall be effective from January 1, 2026 to December 31, 2026, contingent upon 2026 Area Plan Grant funding from the New Jersey Division of Aging Services, and shall be for estimated units of service, and therefore are open-ended, which does not obligate the County to obtain any minimum service; thereby, no Certificates of Availability of Funds are required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to the Area Plan Grant contracts referenced hereinabove, for services to be provided on behalf of the County's Senior population from January 1, 2026 to December 31, 2026.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD

B-9

RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FROM FEBRUARY 1, 2026 TO JANUARY 31, 2027 IN AN AMOUNT NOT TO EXCEED $75,000.00

WHEREAS, in accordance with New Jersey Division of Family Development Instruction Number 07-7-2, and Regulatory reference, N.J.A.C. 10:90-5.4, a County or Municipal Agency, as appropriate, shall make transportation services available to Work First New Jersey (WFNJ) recipients; and

WHEREAS, recipient clients of the Gloucester County Division of Social Services having no transportation are required to travel for purposes such as searching for housing; attending mandatory bi-monthly housing workshops; seeking and retaining employment; and, attending One Stop employment-related activities; and

WHEREAS, participation in such activities is an important part of program effectiveness, and the provision of bus passes will enable participants to meet program goals; and

WHEREAS, other clients who do not qualify for WFNJ benefits are also from time to time in need of bus passes, such as for transportation back home or to a shelter; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5, bus passes may be purchased from New Jersey Transit without public advertising for bids or bidding, since New Jersey Transit is an agency or authority of the State of New Jersey; and

WHEREAS, the total purchase of bus passes shall be in an amount not to exceed $75,000.00, and the funds for WFNJ recipients are provided and paid for by Federal and State program funds and grant monies.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to all documents necessary for the purchase of bus passes from New Jersey Transit for the hereinabove purposes, from February 1, 2026 to January 31, 2027, in an amount not to exceed $75,000.00; and

BE IT FURTHER RESOLVED that the transportation services to be provided are on an as-needed basis, and therefore, prior to any purchase made a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase, and identifying the line item in the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

B-10

RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE AND RELATIVE SUPPLIES FROM QUADIENT, INC. VIA STATE CONTRACT FROM FEBRUARY 1, 2026 TO JANUARY 31, 2027 IN AN AMOUNT NOT TO EXCEED $150,000.00

WHEREAS, the Gloucester County Division of Social Services ("County") has a need for postage and postage supplies necessary to conduct the business of County government; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract, without the need for public bidding; and

WHEREAS, the County can purchase postage and postage supplies from Quadient, Inc., with a mailing address of P.O. Box 6813, Carol Stream, IL 60197-6813 via State Contract Number 41267, from February 1, 2026 to January 31, 2027, in an amount not to exceed $150,000.00; and

WHEREAS, the purchase(s) shall be for estimated units or purchases on an as-needed basis and as such is open-ended, which does not obligate the County to make any purchase, so that no Certificate of Availability of funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County's Qualified Purchasing Agent is hereby authorized to purchase postage and postage supplies for use by the Division of Social Services from Quadient, Inc. via State Contract Number 41267, from February 1, 2026 to January 31, 2027, in an amount not to exceed $150,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase made pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase, and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

B-11

RESOLUTION AUTHORIZING ALL NECESSARY STATE-MANDATED PAYMENTS FROM THE DIVISION OF SOCIAL SERVICES "ASSISTANCE ACCOUNT" AS REQUIRED BY THE STATE TEMPORARY ASSISTANCE TO NEEDY FAMILIES AND FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAMS

WHEREAS, the Temporary Assistance to Needy Families (TANF) Program exists under Work First New Jersey laws, and includes payments made on a case-by-case, as-needed basis for the benefit of qualifying families for such purposes as emergency housing in shelters and motels, rental assistance, transportation, and furniture and household items; and

WHEREAS, the State and Federal Government provides ninety-five percent (95%) of the funds for such payments, and requires the County to provide five percent (5%); and

WHEREAS, the Supplemental Security Income (SSI) Program is a Federal program administered by the State, that provides benefits to certain elderly and disabled persons, and includes funds for burials and emergency assistance, and quarterly "State supplement to SSI payments" funds; and

WHEREAS, the State initially provides seventy-five percent (75%) of such SSI funds, and requires the County to provide twenty-five percent (25%), all of which share is ultimately refunded to the County by the State; and

WHEREAS, funds that must be paid or advanced by the County under the TANF and SSI programs are placed in the Division of Social Services' (DSS) "Assistance Account", and, as the DSS is the agency that administers the County's obligations under the TANF and SSI Programs, it is the appropriate agency to make required payments from said account; and

WHEREAS, in anticipation of required 2026 funds, the amount of $627,483.00 will be allocated to said Assistance Account; however, neither the actual amount or purpose of any given payment, nor the actual total amount can be determined beforehand, and thus, the total amount is subject to change, and the DSS shall remain obligated to make such payments as required by State law regardless of the total amount.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County Division of Social Services be and is hereby authorized to make all necessary payments from its "Assistance Account" as-needed, to fulfill the County's obligations under the Work First New Jersey, Temporary Assistance to Needy Families Program and the Supplemental Security Income Program.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

B-12

RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN MOTELS FOR CODE BLUE PLACEMENTS FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AGGREGATE AMOUNT NOT TO EXCEED $79,250.00

WHEREAS, there exists a need for the County to contract for the provision of emergency shelter for individuals identified by the Division of Social Services as in need of motel/hotel placements during severe weather conditions and/or Code Blue declarations and heat advisories; and

WHEREAS, the County requested proposals, pursuant to RFP-26-009, from interested providers, and after evaluation determined that: **(1)** Nap, Inc. *t/a* Mayfair Motel of 2941 Blackhorse Pike, Sicklerville, NJ 08081; **(2)** Shree Jai Ganesh Corp. *t/a* Primrose Motel of 301 Route 168 South, Turnersville, NJ 08012; **(3)** Williamstown Properties, LLC *d/b/a* Pike Inn Motel of 1861 North Blackhorse Pike, Williamstown, NJ 08094; **(4)** Liberty Bell Motel of 2656 Harding Highway, Newfield, NJ 08344; and, (**5**) Impu, Inc. *d/b/a* Motel 6 of 133 S. Delsea Drive, Glassboro, NJ 08028, made the most advantageous proposals in an amount not to exceed $15,850.00 each from January 1, 2026 to December 31, 2026; and

WHEREAS, the contracts are for estimated units of service on an as needed basis, and as such, are open ended, which does not obligate the County to make any purchase or obtain any service, and therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to execution of the contracts with (**1**) Nap, Inc. *t/a* Mayfair Motel, (**2**) Shree Jai Ganesh Corp. *t/a* Primrose Motel, (**3**) Williamstown Properties, LLC, Pike Inn, (**4**) Liberty Bell Motel, and (**5**) Impu, Inc. *d/b/a* Motel 6, for motel/hotel placements during severe weather conditions and/or Code Blue declarations and heat advisories, as per RFP-26-009, for a one-year term from January 1, 2026 to December 31, 2026, in an aggregate amount not to exceed $79,250.00 (at $15,850.00 each); and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purpose and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD

CONTRACT
BETWEEN THE
COUNTY OF GLOUCESTER
AND
NAP, INC.
***t/a* MAYFAIR MOTEL**

THIS CONTRACT is made effective the **21st** day of **January, 2026**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **NAP, INC. *t/a* MAYFAIR MOTEL**, with an address of 2941 Blackhorse Pike, Sicklerville, NJ 08081, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County requires the provision of emergency shelter for individuals identified by the Division of Social Services as in need of motel/hotel placements during severe weather conditions and/or Code Blue declarations or heat advisories, as set forth in **RFP-26-009**.

WHEREAS, the Contractor represents that it is qualified to provide said goods and services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a term of one (1) year from January 1, 2026 to December 31, 2026.

2. **COMPENSATION.** Contractor shall be compensated in accordance with approved emergency assistance Code Blue placement rates per day, as set forth in Attachment A annexed hereto, in a total amount not to exceed $15,850.00 for the term of this contract.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for the provision of emergency shelter for individuals identified by the Division of Social Services in need of motel/hotel placements during severe weather conditions and/or Code Blue declarations or heat advisories, as set forth in **RFP-26-009**.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents and/or in the request for proposals, if any, as the case may be.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract,

then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in County Bid Specifications or Requests for Proposal, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** Any materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE**. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. The Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be

deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document and **RFP-26-009**.

THIS CONTRACT is made effective the **21st** day of **January, 2026**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

NAP, INC. *t/a* MAYFAIR MOTEL

By: HARRY VANKAWALA
Title:

ATTACHMENT A

Emergency Assistance Amounts per Day

As per NJ Division of Family Development

1 person /1 Room	$ 72.00
2 persons/1 Room	$ 82.00
3-4 Persons/1 Room	$ 97.00
4-5 Persons/2 Rooms	$127.00
5 Persons/1 Room	$107.00

emergency shelter, among other services, on a 24-hour emergency basis. Furthermore, the Vendor agrees to provide emergency shelter as requested by the Gloucester County Division of Social Services for other designated times as determined by the County such as but not limited to when the mass shelters are full.

The County agrees to compensate the Vendor as shelter placements are needed, in accordance with the below approved per diem rate payments for emergency housing provided in hotels and motels. Emergency Assistance Code Blue Placement rates per day are as follows:

1 Person/ 1 room	$72.00
2 Persons/ 1 room	$82.00
3 or 4 Persons/ 1 room	$97.00
4 or 5 Persons/ 2 rooms	$127.00
5 Persons/ 1 room	$107.00

Vendor agrees to above outlined Emergency Assistance Code Blue Placement rates per day: YES V NO____

Vendor Name: NAP INC T/A MAYFAIR MOTEL

Owner Name: HARRY VANKAWALA

Address: 2941 BLACK HORSE PIKE SICKLERVILLE NJ 08081

Telephone #: 856-629-4703 Fax #: 856-875-7038

Email Address: mayfair.motel@gmail.com

Vendor would like to receive Code Blue Alerts by way of - Email: mayfair.motel@gmail.com

Phone Call (to number listed): 609-820-5907 Text Message (to number listed): 609-820-5907

CONTRACT
BETWEEN THE
COUNTY OF GLOUCESTER
AND
SHREE JAI GANESH CORP.
***d/b/a* PRIMROSE MOTEL**

THIS CONTRACT is made effective the **21st** day of **January, 2026**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **SHREE JAI GANESH CORP. *t/a* PRIMROSE MOTEL**, with an address of 301 Route 168 South, Turnersville, NJ 08012, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County requires the provision of emergency shelter for individuals identified by the Division of Social Services as in need of motel/hotel placements during severe weather conditions and/or Code Blue declarations or heat advisories, as set forth in **RFP-26-009**.

WHEREAS, the Contractor represents that it is qualified to provide said goods and services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a term of one (1) year from January 1, 2026 to December 31, 2026.

2. **COMPENSATION.** Contractor shall be compensated in accordance with approved emergency assistance Code Blue placement rates per day, as set forth in Attachment A annexed hereto, in a total amount not to exceed $15,850.00 for the term of this contract.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for the provision of emergency shelter for individuals identified by the Division of Social Services in need of motel/hotel placements during severe weather conditions and/or Code Blue declarations or heat advisories, as set forth in **RFP-26-009**.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents and/or in the request for proposals, if any, as the case may be.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract,

then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in County Bid Specifications or Requests for Proposal, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE**. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. The Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be

deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document and **RFP-26-009**.

THIS CONTRACT is made effective the **21st** day of **January, 2026**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

SHREE JAI GANESH CORP.
***t/a* PRIMROSE MOTEL**

By: NAWDKISHOR D. VANKAWALA
Title:

ATTACHMENT A

Emergency Assistance Amounts per Day

As per NJ Division of Family Development

1 person /1 Room	$ 72.00
2 persons/1 Room	$ 82.00
3-4 Persons/1 Room	$ 97.00
4-5 Persons/2 Rooms	$127.00
5 Persons/1 Room	$107.00

emergency shelter, among other services, on a 24-hour emergency basis. Furthermore, the Vendor agrees to provide emergency shelter as requested by the Gloucester County Division of Social Services for other designated times as determined by the County such as but not limited to when the mass shelters are full.

The County agrees to compensate the Vendor as shelter placements are needed, in accordance with the below approved per diem rate payments for emergency housing provided in hotels and motels. Emergency Assistance Code Blue Placement rates per day are as follows:

1 Person/ 1 room	$72.00
2 Persons/ 1 room	$82.00
3 or 4 Persons/ 1 room	$97.00
4 or 5 Persons/ 2 rooms	$127.00
5 Persons/ 1 room	$107.00

Vendor agrees to above outlined Emergency Assistance Code Blue Placement rates per day: YES X NO____

Vendor Name: PRIMEROSE MOTEL

Owner Name: SHREE JOY GANESH CORPORATION

Address: 301 ROUTE 168 TURNERSVILLE, NJ 08012

Telephone #: 856-374-1659 Fax #: 856-374-1659

Email Address: Peerymotel@yahoo.com

Vendor would like to receive Code Blue Alerts by way of - Email: YES

Phone Call (to number listed): 856-374-1659 Text Message (to number listed): 856-404-7104

CONTRACT
BETWEEN THE
COUNTY OF GLOUCESTER
AND
WILLIAMSTOWN PROPERTIES, LLC
***d/b/a* PIKE INN MOTEL**

THIS CONTRACT is made effective the **21st** day of **January, 2026**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **WILLIAMSTOWN PROPERTIES, LLC *d/b/a* PIKE INN MOTEL**, with an address of 1861 North Black Horse Pike, Williamstown, NJ 08094, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County requires the provision of emergency shelter for individuals identified by the Division of Social Services as in need of motel/hotel placements during severe weather conditions and/or Code Blue declarations or heat advisories, as set forth in **RFP-26-009**.

WHEREAS, the Contractor represents that it is qualified to provide said goods and services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a term of one (1) year from January 1, 2026 to December 31, 2026.

2. **COMPENSATION.** Contractor shall be compensated in accordance with approved emergency assistance Code Blue placement rates per day, as set forth in Attachment A annexed hereto, in a total amount not to exceed $15,850.00 for the term of this contract.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for the provision of emergency shelter for individuals identified by the Division of Social Services in need of motel/hotel placements during severe weather conditions and/or Code Blue declarations or heat advisories, as set forth in **RFP-26-009**.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents and/or in the request for proposals, if any, as the case may be.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract,

then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in County Bid Specifications or Requests for Proposal, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. PROPERTY OF THE COUNTY. All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE**. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. The Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be

deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document and **RFP-26-009**.

THIS CONTRACT is made effective the **21st** day of **January, 2026.**

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

WILLIAMSTOWN PROPERTIES, LLC
d/b/a PIKE INN MOTEL

By: MINESH PATEL
Title:

ATTACHMENT A

Emergency Assistance Amounts per Day

As per NJ Division of Family Development

1 person /1 Room	$ 72.00
2 persons/1 Room	$ 82.00
3-4 Persons/1 Room	$ 97.00
4-5 Persons/2 Rooms	$127.00
5 Persons/1 Room	$107.00

The Vendor agrees to provide emergency shelter as requested by the Gloucester County Division of Social Services and/or 2-1-1 under the Social Service for the Homeless (SSH) program which assists qualifying families and individuals who are experiencing homelessness or are at imminent risk of becoming homeless. The program provides for emergency shelter, among other services, on a 24-hour emergency basis. Furthermore, the Vendor agrees to provide emergency shelter as requested by the Gloucester County Division of Social Services for other designated times as determined by the County such as but not limited to when the mass shelters are full.

The County agrees to compensate the Vendor as shelter placements are needed, in accordance with the below approved per diem rate payments for emergency housing provided in hotels and motels. Emergency Assistance Code Blue Placement rates per day are as follows:

1 Person/ 1 room	$72.00
2 Persons/ 1 room	$82.00
3 or 4 Persons/ 1 room	$97.00
4 or 5 Persons/ 2 rooms	$127.00
5 Persons/ 1 room	$107.00

Vendor agrees to above outlined Emergency Assistance Code Blue Placement rates per day: YES ✓ NO _____

Vendor Name: Williamstown Properties LLC

Owner Name: Williamstown propertys LLC

Address: 1861, N. Black Horse Pike, Williamstown, NJ 08094

Telephone #: 856-629-7718 Fax #: _____

Email Address: Pikeinn08094@gmail.com

Vendor would like to receive Code Blue Alerts by way of ✓ Email: Pikeinn08094@gmail.com

✓ Phone Call (to number listed): 856-629-7718 Text Message (to number listed): _____

CONTRACT
BETWEEN THE
COUNTY OF GLOUCESTER
AND
LIBERTY BELL MOTEL

THIS CONTRACT is made effective the **21st** day of **January, 2026**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **LIBERTY BELL MOTEL**, with an address of 2656 Harding Highway, Newfield, NJ 08344, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County requires the provision of emergency shelter for individuals identified by the Division of Social Services as in need of motel/hotel placements during severe weather conditions and/or Code Blue declarations or heat advisories, as set forth in **RFP-26-009**.

WHEREAS, the Contractor represents that it is qualified to provide said goods and services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a term of one (1) year from January 1, 2026 to December 31, 2026.

2. **COMPENSATION.** Contractor shall be compensated in accordance with approved emergency assistance Code Blue placement rates per day, as set forth in Attachment A annexed hereto, in a total amount not to exceed $15,850.00 for the term of this contract.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for the provision of emergency shelter for individuals identified by the Division of Social Services in need of motel/hotel placements during severe weather conditions and/or Code Blue declarations or heat advisories, as set forth in **RFP-26-009**.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents and/or in the request for proposals, if any, as the case may be.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract,

then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in County Bid Specifications or Requests for Proposal, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** Any materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE**. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. The Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document and **RFP-26-009**.

THIS CONTRACT is made effective the **21st** day of **January, 2026**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:	**COUNTY OF GLOUCESTER**
_____	_____
LAURIE J. BURNS, **CLERK OF THE BOARD**	**FRANK J. DIMARCO, DIRECTOR**
ATTEST:	**LIBERTY BELL MOTEL**
_____	_____
	By: DHRUUIK PATEL **Title:**

ATTACHMENT A

Emergency Assistance Amounts per Day

As per NJ Division of Family Development

1 person /1 Room	$ 72.00
2 persons/1 Room	$ 82.00
3-4 Persons/1 Room	$ 97.00
4-5 Persons/2 Rooms	$127.00
5 Persons/1 Room	$107.00

ATTACHMENT 1

There exists a need during the 2026 calendar year for the County to contract for emergency shelter through motel/hotel placement for individuals that are homeless as determined by the Gloucester County Division of Social Services for those individuals and families qualifying under the Social Services for Homeless grant. The County is seeking a qualified vendor to provide hotel/motel emergency shelter placement.

Individuals identified in need of emergency shelter placement are preliminary screened by the Gloucester County Division of Social Services and/or 2-1-1. Following this screening process, individuals are placed into emergency shelter and placements may encompass multiple nights in certain instances.

The Vendor agrees to provide emergency shelter as requested by the Gloucester County Division of Social Services and/or 2-1-1 under the Social Service for the Homeless (SSH) program which assists qualifying families and individuals who are experiencing homelessness or are at imminent risk of becoming homeless. The program provides for emergency shelter, among other services, on a 24-hour emergency basis. Furthermore, the Vendor agrees to provide emergency shelter as requested by the Gloucester County Division of Social Services for other designated times as determined by the County such as but not limited to when the mass shelters are full.

The County agrees to compensate the Vendor as shelter placements are needed, in accordance with the below approved per diem rate payments for emergency housing provided in hotels and motels. Emergency Assistance Code Blue Placement rates per day are as follows:

1 Person/ 1 room	$72.00
2 Persons/ 1 room	$82.00
3 or 4 Persons/ 1 room	$97.00
4 or 5 Persons/ 2 rooms	$127.00
5 Persons/ 1 room	$107.00

Vendor agrees to above outlined Emergency Assistance Code Blue Placement rates per day: YES X NO____

Vendor Name: Liberty Bell Motel (Om Narayan Hospitality LLC)

Owner Name: Hardik Patel

Address: 5 Mockernut Road, Williamstown, NJ 08094

Telephone #: 856-425-3238 Fax #: _____

Email Address: Libertybellmotel1@gmail.com

Vendor would like to receive Code Blue Alerts by way of - (Email): Libertybellmotel1@gmail.com

Phone Call (to number listed): 856-425-7139 Text Message (to number listed): _____

CONTRACT
BETWEEN THE
COUNTY OF GLOUCESTER
AND
IMPU, INC.
***d/b/a* MOTEL 6**

THIS CONTRACT is made effective the **21st** day of **January, 2026**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **IMPU, INC.** ***d/b/a* MOTEL 6**, with an address of 133 S. Delsea Drive, Glassboro, NJ 08028, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County requires the provision of emergency shelter for individuals identified by the Division of Social Services as in need of motel/hotel placements during severe weather conditions and/or Code Blue declarations or heat advisories, as set forth in **RFP-26-009**.

WHEREAS, the Contractor represents that it is qualified to provide said goods and services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a term of one (1) year from January 1, 2026 to December 31, 2026.

2. **COMPENSATION.** Contractor shall be compensated in accordance with approved emergency assistance Code Blue placement rates per day, as set forth in Attachment A annexed hereto, in a total amount not to exceed $15,850.00 for the term of this contract.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for the provision of emergency shelter for individuals identified by the Division of Social Services in need of motel/hotel placements during severe weather conditions and/or Code Blue declarations or heat advisories, as set forth in **RFP-26-009**.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents and/or in the request for proposals, if any, as the case may be.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract,

then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in County Bid Specifications or Requests for Proposal, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. PROPERTY OF THE COUNTY. Any materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE**. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. The Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be

deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document and **RFP-26-009**.

THIS CONTRACT is made effective the **21st** day of **January, 2026.**

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

IMPU, INC. *d/b/a* MOTEL 6

By: UMESH S. PATEL
Title:

ATTACHMENT A

Emergency Assistance Amounts per Day

As per NJ Division of Family Development

1 person /1 Room	$ 72.00
2 persons/1 Room	$ 82.00
3-4 Persons/1 Room	$ 97.00
4-5 Persons/2 Rooms	$127.00
5 Persons/1 Room	$107.00

emergency shelter, among other services, on a 24-hour emergency basis. Furthermore, the Vendor agrees to provide emergency shelter as requested by the Gloucester County Division of Social Services for other designated times as determined by the County such as but not limited to when the mass shelters are full.

The County agrees to compensate the Vendor as shelter placements are needed, in accordance with the below approved per diem rate payments for emergency housing provided in hotels and motels. Emergency Assistance Code Blue Placement rates per day are as follows:

1 Person/ 1 room	$72.00
2 Persons/ 1 room	$82.00
3 or 4 Persons/ 1 room	$97.00
4 or 5 Persons/ 2 rooms	$127.00
5 Persons/ 1 room	$107.00

Vendor agrees to above outlined Emergency Assistance Code Blue Placement rates per day: YES ✓ NO____

Vendor Name: IMPU INC D/B/A MOTEL 6

Owner Name: UMESH S. PATEL

Address: 133 S. DELSEA DR, GLASSBORO, NJ 08028

Telephone #: 856-881-1000 Fax #: 856-881-8313

Email Address: MOTEL6GLASSBORO@GMAIL.COM

Vendor would like to receive Code Blue Alerts by way of - Email: _____

Phone Call (to number listed): 856-881-1000 Text Message (to number listed): _____

C-1

RESOLUTION AUTHORIZING A CONTRACT WITH PROPHOENIX CORPORATION FOR $385,588.26

WHEREAS, the County has a need to contract for the purchase of annual maintenance & support including but not limited to HERE Map Annual Subscription, (6) New Jersey Fire Code Books Updated, Phoenix Annual Maintenance and Support- CAD, RMS, Mobile, Fire RMS; WDA App Server Licensing; ComTekk Toner Interface; and Text2Dispatch Interface; and

WHEREAS, the Gloucester County Department of Emergency Response has recommended that said services be provided by ProPhoenix Corporation, 502 Pleasant Valley Avenue, Suite 1, Moorestown, New Jersey 08057; and

WHEREAS, the contract is for a total amount of $385,588.26, from January 1, 2026 to December 31, 2026; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of $385,588.26, pursuant to C.A.F. No. 26-00199, which shall be charged against budget item 6-01-25-250-001-20370; and

WHEREAS, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to computer systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of contract with ProPhoenix Corporation for the purchase of annual maintenance and support, from January 1, 2026 to December 31, 2026, for $385,588.26.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, January 21, 2026 at Woodbury, New Jersey.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
PROPHOENIX CORPORATION

THIS CONTRACT is made effective the 21st day of January, 2026, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **PROPHOENIX CORPORATION,** with a mailing address of 502 Pleasant Valley Avenue, Suite 1, Moorestown, New Jersey 08057, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County has a need to contract for the purchase of annual maintenance & support including but not limited to HERE Map Annual Subscription, (6) New Jersey Fire Code Books Updated, Phoenix Annual Maintenance and Support- CAD, RMS, Mobile, Fire RMS; WDA App Server Licensing; ComTekk Toner Interface; and Text2Dispatch Interface; and

WHEREAS, the supplies and services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing computer systems in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** The contract shall be for the period of one year, from January 1, 2026 to December 31, 2026.

2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of $385,588.26 as per Vendor's Invoice # 2026017, dated October 10, 2025.

Vendor shall be paid in accordance with this contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall

be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of claims against the County arising out of, or by reason, the work done and materials furnished under this Contract.

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in Vendor's Invoice # 2026017, dated October 10, 2025, attached hereto as Attachment A, which are incorporated in its entirety and made a part of this contract. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Vendor agrees as follows:

The Vendor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Vendor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Vendor or Subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Vendor or Subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

B. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

C. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

D. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor.

E. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. INDEMNIFICATION. The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION. This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. INSURANCE. Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for

sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.

12. NON-WAIVER. The failure by either party to enforce any particular provision of this Contract, or to act upon a breach of this Contract, the other party shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

14. CHANGES. This Contract may be modified by change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

15. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. COMPLIANCE WITH APPLICABLE LAW. Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

17. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.

18. CONFIDENTIALITY. Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

19. BINDING EFFECT. This Contract shall be binding on the undersigned and their successors and assigns.

20. GOVERNING LAW, JURISDICTION AND VENUE. This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

21. CONTRACT PARTS. This contract shall consist of this document, Vendor's Invoice # 2026017, dated October 10, 2025. If there is a conflict between this Contract and Vendor's Invoice and Proposals, then this Contract shall control.

THIS CONTRACT is made effective the 21st day of January, 2026.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

PROPHOENIX CORPORATION

_____

_____

BY:
TITLE:

ATTACHMENT A

Invoice

ProPhoenix Corporation
502 Pleasant Valley Ave, Ste 1
Moorestown, NJ 08057
Phone # 609-953-6850
Web: www.prophoenix.com

Bill To
Gloucester County Emergency Services 1200 N Delsea Dr Clayton, NJ 08312 Attn: Director McNulty Email: dmcnulty@co.gloucester.nj.us

Date	Invoice #	Invoice Amount
10/10/2025	2026017	**$385,588.26**

P.O. No.	Terms	Due Date
	Due date	1/1/2026

Item	Description	Qty	Rate	Amount
PNX-ASM	Phoenix Annual Maintenance and Support - CAD, RMS, Mobile, Fire RMS	1	227,837.05	227,837.05
ICC-2006 NJ	New Jersey Fire Code - 6 books (Updated)	1	1,097.75	1,097.75
GOOGLE-LIC-SW	HERE Map Annual Subscription	1	10,866.98	10,866.98
PNX-ASM	Phoenix Annual Maintenance and Support - WDA App Server Licensing	1	1,034.97	1,034.97
PNX-ASM	Phoenix Annual Maintenance and Support - ComTekk Toner Interface	1	2,587.39	2,587.39
PNX-ASM	Mobile Fire Inspections App (4)	1	1,562.66	1,562.66
PNX-ASM	Phoenix Annual Maintenance and Support - Text2Dispatch Interface	1	2,172.43	2,172.43
PNX-ASM	Phoenix Annual Maintenance and Support - Twilio Text Usage	1	4,372.18	4,372.18
PNX-ASM	Phoenix Annual Maintenance and Support - Live Stream to Dispatch	1	21,648.64	21,648.64
PNX-ASM	Phoenix Annual Maintenance and Support - Citizen Services WEB Program	1	13,903.52	13,903.52
PNX-ASM	Phoenix Annual Maintenance and Support - Multi Agency e Crash Interface	1	1,852.87	1,852.87
PNX-ASM	Phoenix Annual Maintenance and Support - Phoenix AI (BOT, Transcription, MugMatch) and PAPR	1	92,351.82	92,351.82
PNX-ASM	Phoenix Annual Maintenance and Support - ESRI Geo Sync and ESRI CAD RMS Mobile Maps Maintenance Period: 1/1/2026 - 12/31/2026	1	4,300.00	4,300.00

Total	$385,588.26

Tax ID	20-5731095

Payments/Credits	$0.00
Balance Due	$385,588.26

Please make checks payable to "ProPhoenix".
For Billing inquiries, please contact Rachelle Negri (rachelle.negri@prophoenix.com) or Paul Hoppe (paul.hoppe@prophoenix.com). It's been a pleasure working with you!

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 26-00199

Pg

SHIP TO
GLOUCESTER CO CLAYTON COMPLEX
1200 N DELSEA DRIVE, BLDG B
CLAYTON NJ 08312 856-307-7100
KAREN CASELLA

VENDOR
VENDOR #: PROPH020
PROPHOENIX CORPORATION
502 PLEASANT VALLEY AVE
SUITE 1
MOORESTOWN, NJ 08057

ORDER DATE: 01/09/26
REQUISITION NO: R6-00050
DELIVERY DATE:
STATE CONTRACT: PROPRIETARY
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROPHOENIX 2026 ANNUAL MAINTENANCE AND SUPPORT - CAD,RMS,MOBILE RMS	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	227,837.0500	227,837.05
1.00	NJ FIRE CODE BOOKS	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	1,097.7500	1,097.75
1.00	HERE MAP ANNUAL SUBSCRIPTION	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	10,866.9800	10,866.98
1.00	WDA APP SERVER LICENSING	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	1,034.9700	1,034.97
1.00	COMTEKK TONER INTERFACE	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	2,587.3900	2,587.39
1.00	MOBILE FIRE INSPECTIONS APP	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	1,562.6600	1,562.66
1.00	TEXT2DISPATCH INTERFACE	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	2,172.4300	2,172.43
1.00	TWILIO TEXT USAGE	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	4,372.1800	4,372.18
1.00	LIVE STREAM TO DISPATCH	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	21,648.6400	21,648.64
1.00	CITIZEN SERVICES WEB	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	13,903.5200	13,903.52
1.00	MULTI AGENCY E CRASH	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	1,852.8700	1,852.87
1.00	PHOENIX AI	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	92,351.8200	92,351.82
1.00	ESRI GEO SYNC	6-01-25-250-001-20370	4,300.0000	4,300.00

CLAIMANT'S CERTIFICATE & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

Pg 2

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 26-00199

ORDER DATE: 01/09/26
REQUISITION NO: R6-00050
DELIVERY DATE:
STATE CONTRACT: PROPRIETARY
ACCOUNT NUM:

SHIP TO

GLOUCESTER CO CLAYTON COMPLEX
1200 N DELSEA DRIVE, BLDG B
CLAYTON NJ 08312 856-307-7100
KAREN CASELLA

VENDOR

VENDOR #: PROPH020

PROPHOENIX CORPORATION
502 PLEASANT VALLEY AVE
SUITE 1
MOORESTOWN, NJ 08057

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	MAINTENANCE PERIOD 1/1/2026-12/31/2026 INCOICE # 2026017 PASSED BY RESOSLTUION 1/21/26	Equipment Svc Maintenance Agreements		
			TOTAL	385,588.26

CLAIMANT'S CERTIFICATE & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than $17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. **19:44A-20.26** and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12-month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	**Amount**	**Recipient's Name**
N/A		

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: ProPhoenix Corp.
Signed: Paul Hoppe
Print Name: Paul Hoppe
Title: Executive Vice President
Date: 01/09/2026

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than $17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: ProPhoenix Corp
Signed: Paul Hoppe
Print Name: Paul Hoppe
Title: Executive Vice President
Date: 01/09/2026

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

C-2

RESOLUTION AUTHORIZING A PURCHASE FROM MOTOROLA SOLUTIONS, INC., THROUGH STATE CONTRACT FOR $599,055.22

WHEREAS, the County of Gloucester has a need for an annual maintenance subscription, Astro System Essential Package, for the Gloucester County Office of Emergency Response; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, it has been determined that the County can purchase the said equipment from Motorola Solutions, Inc., with offices at 123 Tice Road, Woodcliff, New Jersey 07677 through State Contract #83909, for $599,055.22, from January 1, 2026 to December 31, 2026; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of $599,055.22 pursuant to C.A.F. No. 26-00197, which shall be charged against budget item 6-01-25-250-001-20370.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the County Purchasing Agent be authorized to purchase an annual maintenance subscription, Astro System Essential Package, for the Gloucester County Office of Emergency Response from Motorola Solutions, Inc. through State Contract #83909, for $599,055.22, from January 1, 2026 to December 31, 2026.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, January 21, 2026 at Woodbury, New Jersey.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3284842
Contract Number: USC000052106
Contract Modifier: R02-SEP-25 05:48:08

Date:09/04/2025

Company Name:	GLOUCESTER COUNTY
Attn:	
Billing Address:	1200 N DELSEA DR BLDG B
City, State, Zip:	CLAYTON , NJ, 08312
Customer Contact:	
Phone:	

Required P.O. :	
PO # :	
Customer # :	1035973173
Bill to Tag # :	
Contract Start Date :	01-Jan-2026
Contract End Date :	31-Dec-2026
Payment Cycle :	ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$28,893.33
	SVC02SVC0072A	LOCAL TECHNICAL SUPPORT	$149,524.20
	SVC02SVC0001C	MICROWAVE SERVICES	$87,696.00
	LSV01S01106A	ASTRO SYSTEM ESSENTIAL PACKAGE	$332,941.69

	Subtotal - Recurring Services	$49,921.27	$599,055.22
	Subtotal - One-Time Event Services	$0.00	$0.00
	Total		$599,055.22

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

Quote is per NJ State Contract #83909. State Contract Line Number 00028. Commodity Code 920-46-085647.
Does not include HVAC, Generators, and Tower Climbing.

I have received Applicable Statements of Work which describe the Services provided on this Agreement. Motorola's Terms and Conditions are attached hereto and incorporated herein by reference. By signing below, Customer acknowledges these terms and conditions govern all Services under this Agreement.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3284842
Contract Number: USC000052106
Contract Modifier: R02-SEP-25 05:48:08

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Jeff Jacobson	(201) 906-1738	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name :	GLOUCESTER COUNTY
Contract Number :	USC000052106
Contract Modifier :	R02-SEP-25 05:48:08
Contract Start Date :	01-Jan-2026
Contract End Date :	31-Dec-2026

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3284842
Contract Number: USC000052106
Contract Modifier: R02-SEP-25 05:48:08

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
1.1 These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3284842
Contract Number: USC000052106
Contract Modifier: R02-SEP-25 05:48:08

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3284842
Contract Number: USC000052106
Contract Modifier: R02-SEP-25 05:48:08

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. SOFTWARE, SUA, VIDEO AND SUBSCRIPTION SERVICES
All sofware, SUA, video and subscription services provided by Motorola are governed by the Motorola Solutions Customer Agreement available at: https://www.motorolasolutions.com/en_us/about/legal/communications_terms.html.

Section 18. GENERAL TERMS
18.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

18.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

18.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

18.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

18.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

18.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

18.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

18.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

18.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 ▪ Fax (856) 251-6777

Pg

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 26-00197

SHIP TO

GLOUCESTER CO CLAYTON COMPLEX
1200 N DELSEA DRIVE, BLDG B
CLAYTON NJ 08312 856-307-7100
KAREN CASELLA

ORDER DATE: 01/09/26
REQUISITION NO: R6-00076
DELIVERY DATE:
STATE CONTRACT: 83909
ACCOUNT NUM:

VENDOR

VENDOR #: MOTOR020

MOTOROLA SOLUTIONS, INC
123 TICE BLVD
WOODCLIFF, NJ 07677

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	MOTOROLA 2026 ANNUAL MAINTENANCE CONTRACT RENEWAL CONTRACT ADMIN SERVICE	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	28,893.3300	28,893.33
1.00	LOCAL TECHNICAL SUPPORT	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	149,524.2000	149,524.20
1.00	MICROWAVE SERVICES	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	87,696.0000	87,696.00
1.00	ASTRO SYSTEM ESSENTIAL PKG QUOTE 3284842 STATE CONTRACT 83909 JAN 1, 2026 - DEC 31, 2026 COMTRACT # USC000052106 PASSED BY RESOLUTION 1/21/26	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	332,941.6900	332,941.69
			TOTAL	599,055.22

CLAIMANT'S CERTIFICATE & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-3

RESOLUTION AUTHORIZING A CONTRACT WITH STORAGE ENGINE, INC. FROM DECEMBER 29, 2025 TO DECEMBER 28, 2026 FOR A TOTAL AMOUNT OF $54,800.00

WHEREAS, the County of Gloucester has a need for the provision of annual users' licenses and maintenance of the proprietary Laserfiche Electronic Data Management System which is integrally related to an existing system previously installed in the County, and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(dd); and

WHEREAS, the proprietary provider of said license and maintenance is Storage Engine, Inc. with corporate offices at One Sheila Drive, Bldg. 6-A, Tinton Falls, NJ 07724; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq. the contractor has certified that it has not previously made, and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, a Certificate of Availability has been provided by the County Treasurer certifying funds in the amount of $54,800.00 pursuant to C.A.F. Number 26-00173, which amount shall be charged against budget line item 6-01-20-140-001-20370 ($52,800.00) and budget line item T-03-08-505-330-21370 ($2,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to a contract with Storage Engine, Inc. for the provision of annual users' licenses and maintenance of the proprietary Laserfiche Electronic Data Management System as per Quote #GLOUCESTER-20241119-CLOUD-2, from December 29, 2025 to December 28, 2026, for a total amount of $54,800.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 26-00173

Pg

SHIP TO
GLOUC. CO I.T DEPARTMENT
2 SOUTH BROAD STREET
WOODBURY, NJ 08096
ATTN: DAVID BRICE

ORDER DATE: 01/09/26
REQUISITION NO: R6-00234
DELIVERY DATE:
STATE CONTRACT: PROPRIETARY
ACCOUNT NUM:

VENDOR
VENDOR #: STORA020
STORAGE ENGINE INC
WORLD HEADQUARTERS
ONE SHEILA DRIVE,BLDG 6-A
TINTON FALLS, NJ 07724

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	LASERFICHE 2026 RENEWAL LASERFICHE ANNUAL RENEWAL - CLOUD TOTAL 80 SEAT PROFESSIONAL USER MFPN: SEISYS-CLENF2B QTY. 80	6-01-20-140-001-20370 Equipment Svc Maintenance Agreements	52,800.0000	52,800.00
1.00	SERVICE PERIOD 12/29/25 - 12/29/26 ENVIRONMENTAL 30 DAY SHARE 30 DAY DIRECT SHARE FOR THE ENVIRONMENTAL ONLY REPOSITORY - EMAIL RETREIVAL MFPN: SEISYS-DS30	T-03-08-505-330-21370 EQEF Non-CEHA Maintenance	2,000.0000	2,000.00
	QUOTE NO. GLOUCESTER-20241119-CLOUD-2			
	COMMISSIONER RESOLUTION PASSED 1/21/26			
	PLEASE RETURN PAPERWORK TO DAVID BRICE		TOTAL	54,800.00

CLAIMANT'S CERTIFICATE & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X
VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
STORAGE ENGINE, INC.

THIS CONTRACT is made effective the **21st** day of **January, 2026**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **STORAGE ENGINE, INC.** with corporate offices at One Sheila Drive, Tinton Falls, NJ 07724, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has a need for the annual license and maintenance required for the Laserfiche electronic document management system which allows the County to deploy the latest upgrades, patches, and technical support required to ensure the Laserfiche platform is optimized; and

WHEREAS, the services related to this contract are for support and maintenance of proprietary hardware and/or software which is integrally related to an existing system previously installed in the County, and is an exception to the Local Public Contracts law as per N.J.S.A. 40A:11-5(dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and pursuant to N.J.S.A. 19:44A-20.4 et seq., the contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, Contractor represents that it has the necessary equipment, is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** The contract shall be effective for the period of one (1) year from December 29, 2025 to December 28, 2026.

2. **COMPENSATION.** The Contractor shall be compensated in the total amount of $54,800.00. It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

Contractor shall be paid in accordance with this Contract document within 30 days upon

date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

3. **DUTIES OF CONTRACTOR.** Contractor shall provide all aspects of software maintenance and the annual license required for the County's proprietary Laserfiche electronic document management system in accordance with this Contract document, and as per Contractor's Quote # GLOUCESTER-20241119-CLOUD-2, and the terms and conditions therein, which is annexed hereto as Exhibit A, and made a part of this Contract.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in

the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any

attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. **INSURANCE**. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.

12. **NON-WAIVER.** The failure by either party to enforce any particular provision of this Contract, or to act upon a breach of this Contract, the other party shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

14. **CHANGES.** This Contract may be modified by change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

15. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

18. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

19. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

20. **CONTRACT PARTS.** This Contract consists of this document and the Contractor's Quote #GLOUCESTER-20241119-CLOUD-2. Should there occur a conflict in the documents identified above, then this Contract shall prevail.

THIS CONTRACT is effective as of the **21st** day of **January, 2026.**

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

STORAGE ENGINE, INC.

_____

_____

By:
Title:

EXHIBIT A

Storage Engine, Inc
World Headquarters
One Sheila Drive
Tinton Falls, NJ 07724
Tel: 732-747-6995
FAX 732-747-6542

Storage Engine
Empowering The Critical Enterprise

PROPOSAL

Quote #: GLOUCESTER-20241119-CLOUD-2

Customer:
Contact: Mr. David Brice
Name: County of Gloucester
Address: 1 North Broad Street
City, State, Zip: Woodbury, NJ 08096
Phone: 856-251-6752
Fax:
E-Mail: dbrice@co.gloucester.nj.us

Ship to Address:
Contact: Same
NAME:
Address:
City, State, Zip:
Phone:
Fax:
E-Mail:

Quote Expiration: 60 Days

QUANTITY	PART NUMBER	DESCRIPTION		UNIT PRICE		EXT. PRICE
80	SEISYS-CLENF2B	Professional Users - Cloud	$	660.00	$	52,800.00
1	SEISYS-DS30	30 day Direct Share for Environmental only	$	2,000.00	$	2,000.00
				Total	$	54,800.00

Notes: ***Service period 12/29/2024 to 12/28/2025***

Standard Storage Engine, Inc. Terms and Conditions apply (see attached)

MS — Purchase Order No.:

Authorized Signature — Date:

DELIVERY: 30 Days ARO
F.O.B. FACTORY
Terms: Net 30
Date of Quote: 11/20/2024

Prepared by: Tim Berbrick
Phone: 732-747-6995. x217
Fax: 732-747-6542
E-Mail: tim@storageengine.com

Storage Engine, Inc. Standard Terms and Conditions Apply

TERMS & CONDITIONS

This agreement is between you the Buyer and Storage Engine, Inc., Inc. of Tinton Falls, N J

1 PRICES
accepts a purchase order from BUYER or as specified on an authorized Storage Engine quotation in force at the time the order is placed at Storage Egnine's sole option Storage Engine prices are exclusive of all federal, state municipal or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the

2. DELIVERY
expense of holding or storing such products at his request and for the purchase of any shipping insurance
accidents to machinery, vehicle shortages, delays in transportation, delays in delivery by Storage Engine's vendors, or any other causes beyond the reasonable control of Storage Engine. The delivery date shall be deemed extended for a period of time equal to the time lost if as to any delay excusable under this clause
special tools, renewal and replacements now or hereafter acquired by BUYER and to the proceeds thereof until the full purchase price and all other amounts due or to become due to Storage Engine shall have been paid. The BUYER agrees to execute appropriate financing statements or other documents as Storage Engine may

3 SOFTWARE LICENSE
All software and related documentation provided as part of this order is subject to the terms and conditions of the Storage Engine Software License Agreement attached hereto and made a part hereof

4 SHIPMENT
In the absence of specific instructions, Storage Engine will select the carrier, but such carrier shall not be the agent of Storage Engine, nor shall Storage Engine assume any liability or cost with regard to the shipment

5 PAYMENT TERMS

Terms are net cash upon delivery, except where satisfactory open account credit is established, in which case terms are net 30 days from date of invoice Storage Engine reserves the right to revoke any credit extended at Storage Engine's sole discretion Invoices will be issued on delivery and, in case of authorized deliveries in installments, the BUYER agrees to pay such invoices when due regardless of other scheduled deliveries

6 DOCUMENTATION

Storage Engine will supply documentation applicable to the Storage Engine products ordered and normally supplied at no charge with Storage Engine product Such documentation shall include a set of operator's instructions The BUYER acknowledges that all Storage Engine documentation and software or any and all third party documentation and software which is delineated by Storage Engine may only be used by BUYER pursuant to certain license agreements Each applicable license agreement must be executed by the parties as a condition precedent to BUYER's use BUYER agrees to abide by such terms and conditions and indemnify Storage Engine for any breach of its obligations contained therein

7 DATA, PROPRIETARY RIGHTS IN DATA
markings and legends The BUYER agrees to treat such data as proprietary to Storage Engine and to such specified third parties and abide by the terms of such markings and legends BUYER agrees and acknowledges that it shall be liable for and indemnify Storage Engine for all loss or damage incurred by Storage Engine as a result of the improper or unauthorized use or misuse of such data or failure to comply with the terms of such markings or legends Storage Engine retains for itself all proprietary rights in and to all designs, engineering details and other data pertaining to any products specified, and any and all applicable conveyance, and to all
improvements, inventions, patent rights including all improvements and derivatives thereto, arising out of work done in connection with any and all applicable agreements between the parties and to any and all products developed as a result thereof, including the sole right to manufacture or to have manufactured or to license the manufacture of any and all such products

8 PATENT INDEMNITY
designed proprietary products as specified in any applicable documentation provided the BUYER notifies Storage Engine promptly in writing of any action (and all prior claims relating to such action) and gives Storage Engine sole control of the defense of any such action and all negotiations for its settlement or compromise, and is in
(including hardware and software) or any and all modifications and/or alterations to the Storage Engine-designed proprietary products
without Storage Engine's written consent In no event shall Storage Engine's total liability under this clause exceed the purchase price of such alleged infringing product The foregoing states the entire liability of Storage Engine with regard to patent infringement
BUYER or any third party with equipment, devices, or software not supplied and authorized by Storage Engine constitutes an infringement based on such acts by BUYER or any third party

9 PURCHASE ORDERS AND FORECASTS
applicable) The Initial Purchase Order and subsequent purchase orders shall reference and incorporate the terms and conditions set forth herein and shall set forth the products ordered, applicable prices, scheduled delivery dates, and shipping instructions All purchase orders are subject to acceptance by Storage Engine which

10 CONFIDENTIAL INFORMATION
strictly any such confidential information The term "confidential information" does not include information which (i) becomes generally available to the public other than as a result of a disclosure to BUYER or its representatives (ii) was available to BUYER on a non-confidential basis prior to its disclosure to BUYER by Storage Engine

11 WARRANTY
PURPOSE IN NO EVENT SHALL STORAGE ENGINE BE LIABLE UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (WHETHER ARISING OUT OF CONTRACT, STRICT LIABILITY, OR OTHERWISE), INCLUDING WITHOUT

E-1

RESOLUTION AUTHORIZING PAYMENTS DUE TO MOTOROLA SOLUTIONS, INC. FOR A TOTAL AMOUNT OF $46,020.00

WHEREAS, the County of Gloucester, through the Sheriff's Office utilizes certain video equipment, including Video manager EL/ Body Worn Cameras and Video manager EL/ In-Car Video Systems, which require annual device licenses and support; and

WHEREAS, the County previously purchased said supplies via State Contract from Motorola Solutions, Inc. of 123 Tice Blvd., Woodcliff, NJ 07677, and the annual device licenses are due for payment in the total amount of $46,020.00; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Numbers 25-09738 ($23,010.00) and 25-09373 ($23,010.00), which amounts shall be charged against budget line item T-03-08-510-270-20299.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the payment due for annual devise licenses and support as referenced hereinabove from Motorola Solutions, Inc. is hereby authorized for a total amount of $46,020.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

Pg

SHIP TO
GLOUC. CO SHERIFF'S OFFICE
115 BUDD BLVD
WOODBURY, NJ 08096
856-384-4600

VENDOR
VENDOR #: MOTOR020
MOTOROLA SOLUTIONS, INC
123 TICE BLVD
WOODCLIFF, NJ 07677

SALES TAX ID # 21-6000660

PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 25-09737

ORDER DATE: 12/18/25
REQUISITION NO: R5-21503
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	WGP02400-50 Videomanager El, Body Worn Camera Annual License Service from 06-Oct-2022 to 05-Oct-2023	T-03-08-510-270-20299 Other Outside Services	21,060.0000	21,060.00
1.00	WGP02400-510 Videomanager el, in-car video system annual license Service from: 06-Oct-2022 to 05-Oct-2023 Invoice 1162415524	T-03-08-510-270-20299 Other Outside Services	1,950.0000	1,950.00
			TOTAL	23,010.00

CLAIMANT'S CERTIFICATE & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

MOTOROLA SOLUTIONS

ORIGINAL INVOICE

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

Transaction Number	Transaction Date	Transaction Total
1162415524	10-MAR-2025	23,010.00 USD

P.O. Number	P.O. Date	Customer Account No
		3010237788

Payment Terms	Payment Due Date
Net Due in 30 Days	09-APR-2025

Bill To Address

GLOUCESTER COUNTY SHERIFF'S OFFICE
ATTN: Accounts Payable
PO BOX 337
WOODBURY NJ 08096
United States

Ship To Address

GLOUCESTER COUNTY SHERIFF'S OFFICE
2 S BROAD ST
WOODBURY NJ 08096
United States

IMPORTANT INFORMATION

Sales Order(s): USS000011569

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	WGP02400-520	VIDEOMANAGER EL, BODY WORN CAMERA ANNUAL LICENSE Service From: 06-OCT-2022 Service To: 05-OCT-2023	108	195.00	21,060.00
2	WGP02400-510	VIDEOMANAGER EL, IN-CAR VIDEO SYSTEM ANNUAL LICENSE Service From: 06-OCT-2022 Service To: 05-OCT-2023	10	195.00	1,950.00
				USD Subtotal	**23,010.00**
				USD Total Tax	**0.00**
				USD Total	**23,010.00**
				USD Amount Due	**23,010.00**

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number	Customer Account No	Payment Due Date
1162415524	3010237788	09-APR-2025

Transaction Total	Amount Paid
23,010.00 USD	

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

GLOUCESTER COUNTY SHERIFF'S OFFICE
ATTN: Accounts Payable
PO BOX 337
WOODBURY NJ 08096
United States

Payment Transfer Details

CHICAGO
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319819

Send Payments To:

MOTOROLA SOLUTIONS
Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

Pg

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 25-09738

ORDER DATE: 12/18/25
REQUISITION NO: R5-21510
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SHIP TO

GLOUC. CO SHERIFF'S OFFICE
115 BUDD BLVD
WOODBURY, NJ 08096
856-384-4600

VENDOR

VENDOR #: MOTOR020

MOTOROLA SOLUTIONS, INC
123 TICE BLVD
WOODCLIFF, NJ 07677

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	WGP02400-520 Videomanager el, body worn camera annual license Service period: Oct 06, 2025- Oct 05,2026	T-03-08-510-270-20299 Other Outside Services	21,060.0000	21,060.00
1.00	WGP02400*510 Videomanager el, in-car video system annual license Service period: Oct 06, 2025- Oct 05,2026 Invoice 1411203568	T-03-08-510-270-20299 Other Outside Services	1,950.0000	1,950.00
			TOTAL	23,010.00

CLAIMANT'S CERTIFICATE & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER/ CFO

QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

MOTOROLA SOLUTIONS

Need help or have question?
Scan the QR code or visit
support.motorolasolutions.com/invoicing

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Invoice 1411203568

Issue Date Sep 06. 2025	**P.O. No.**	**P.O. Date**
Subscription No. USS102671800	**Delivery No.**	**Customer No.** 3010237786

Billing Address
GLOUCESTER COUNTY SHERIFF'S OFFICE
ATTN: Accounts Payable
PO BOX 337
WOODBURY NJ 08096
United States

Shipping Address
GLOUCESTER COUNTY SHERIFF'S OFFICE
2 S BROAD ST
WOODBURY NJ 08096
United States

Important Information

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346

Payment Details

Payment Method / Terms
Net Due in 30 Days

Payment Address
Motorola Solutions, Inc.
13108 Collections Center Drive
Chicago, IL 60693
United States

Bank
Bank of America, Dallas

Bank Account No.
3756319806

ABA Routing No. for ACH
111000012

ABA Routing No. for Wire Transfer
026009593

SWIFT
BOFAUS3N

Invoice Total
USD 23,010.00
Payment Due Date **Oct 06, 2025**

Pay Online

motorolasolutions.com/billing

Please detach here and return the bottom portion with your payment

Payment Coupon

Invoice 1411203568

Issue Date Sep 06. 2025	**Customer No.** 3010237786

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

Billing Address
GLOUCESTER COUNTY SHERIFF'S OFFICE
ATTN: Accounts Payable
PO BOX 337
WOODBURY NJ 08096
United States

Payment Address
Motorola Solutions, Inc.
13108 Collections Center Drive
Chicago, IL 60693
United States

Invoice Total
USD 23,010.00
Tax Included 0.00
Payment Due Date **Oct 06, 2025**

Provide your remittance details to:
US.remittance@motorolasolutions.com

MOTOROLA SOLUTIONS

Diversion contrary to export control law is prohibited

MOTOROLA SOLUTIONS

#	Description	Service Period	Unit Price	Qty	Amount
1	VIDEOMANAGER EL, BODY WORN CAMERA ANNUAL LICENSE ITEM# WGP02400-520	Oct 06, 2025 - Oct 05, 2026	195.00	108	21,060.00
2	VIDEOMANAGER EL, IN-CAR VIDEO SYSTEM ANNUAL LICENSE ITEM# WGP02400-510	Oct 06, 2025 - Oct 05, 2026	195.00	10	1,950.00

USD Subtotal	23,010.00
USD Total Tax	0.00
USD Invoice Total	**23,010.00**
USD Amount Due	23,010.00

F-1

RESOLUTION AUTHORIZING PAYMENT TO ALL RISK, INC. FOR EMERGENCY REMEDIATION IN THE AMOUNT OF $185,945.44

WHEREAS, on December 31, 2025, the Director of Buildings and Grounds Certified a Request for the Emergency Purchase of clean-up, repair and remediation services at the County Jail facilities as result of extensive flood damage to the 1st and 2nd floor administrative areas of the Jail on October 6, 2025; and

WHEREAS, in consideration of health concerns present at the facility, the County Purchasing Agent exercised the provisions of N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) to contract with All Risk, Inc., 801 East Clements Bridge Road, Runnemede, New Jersey, 08078 for needed repairs to the main control room, electrical work, and the replacement of walls, flooring and furniture at the facility;

WHEREAS, the County has been fully reimbursed by its insurance carrier for such damage; and

WHEREAS, the County Treasurer has certified the Availability of Funds in the amount of $185,945.44, pursuant to CAF No. 25-09912 obtained for that purpose to be charged to Account No. C-04-25-018-310-18204.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester is hereby authorized to execute and the Clerk to attest to all documents required to effectuate the emergency purchase of all labor, equipment, materials and services necessary to remediate environmental damage, and repair/replace water damaged infrastructure and surfaces at the site form All Risk, Inc., in the total amount of $185,945.44, per invoice dated October 29, 2025.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN: **Buildings & Grounds**
(NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON: **October 6, 2025**
(DATE)

3. THE NATURE OF THE EMERGENCY IS:

Flood from 2nd floor down to 1st floor of the administrative area of the jail.

THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.

4. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.

Toilet overflowed continuing over the weekend while building was not occupied. This consist flow of water caused severe flooding throughout entire 1st & 2nd Floor of jail. This damaged entire floor of the jail offices.

5. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE AT DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # **R5- 21697** THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS **$185,945.00**
VENDOR NAME: **All Risk Property Damage**

6. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

7. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD _____ **DATE** 12/31/25

QUALIFIED PURCHASING AGENT _____

APPROVED BY DEPUTY ADMINISTRATOR _____

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

Pg

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 25-09912

ORDER DATE: 12/31/25
REQUISITION NO: R5-21697
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SHIP TO

GLOUC. CO BUILDINGS & GROUNDS
SHADY LANE COMPLEX (251-6700)
254 COUNTY HOUSE ROAD
CLARKSBORO, NJ 08020

VENDOR

VENDOR #: ALLRI005

ALL RISK, INC.
801 E CLEMENTS BRIDGE RD
RUNNEMEDE, NJ 08078

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	EMERGENCY SERVICES AS PER AGREED PRICE WITH VANGUARD	C-04-25-018-310-18204 General Building Renovations	185,945.4400	185,945.44
	EMERGENCY FORM ATTACHD			
	EMERGENCEY RESOLUTION BE ON MID JANUARY AGENDA			
			TOTAL	185,945.44

CLAIMANT'S CERTIFICATE & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due as the following; and that the amount charged is a reasonable one.

Lou Cruce

X

VENDOR SIGN HERE — DATE

22-3287082 — 12/31/25

TAX ID NO. OR SOCIAL SECURITY NO. — DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD — DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

AllRisk

Invoice

Invoice ID: SI-19734
Date: October 29, 2025
Job #: NJ25-5184EP

All Risk Inc
801 East Clements Bridge Road
Runnemede, NJ 08078
(877) 247-5252
(856) 627-0023 Fax

Bill To GLOUCESTER COUNTY
2 South Broad Street
Woodbury, NJ 08096
USA

Care of GLOUCESTER JUSTICE BLDG-
SHERIFF AREA
70 HUNTER ST
Woodbury, NJ 08096
Phone: (609) 458-0847

Terms: Net 30

Reference:

PO Number:

Description of Services

Product / Service Description	Qty	Price	Amount
Emergency services as per agreed price with Vanguard	1.00	$185,945.44	$185,945.44
-	1.00		$185,945.44

Subtotal	$185,945.44
NO TAX	$0.00
NO TAX	$0.00
Invoice Total	$185,945.44
Payments/Credits Applied	$0.00
Balance Due :	**$185,945.44**

C-04-22018-310
18293

F-2

RESOLUTION AUTHORIZING A PURCHASE FROM PITNEY BOWES, INC. VIA STATE CONTRACT FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED $150,000.00

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment via State Contract, without the need for public bidding; and

WHEREAS, the County of Gloucester has a need for postage, equipment, maintenance and supplies necessary to conduct the business of County government; and

WHEREAS, it has been determined that the County can purchase such supplies and services via State Contract No. 41258 from Pitney Bowes, Inc., P.O. Box 371896, Pittsburgh, PA 15250 from January 1, 2026 to December 31, 2026, in an amount not to exceed $150,000.00;

WHEREAS, the contract is for estimated units of service, as needed, and is therefore, open-ended, which does not obligate the County to make any purchase; and as such, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester, that the Director is hereby authorized to execute, and the Clerk of the Board to attest to all documents necessary for the purchase of postal equipment and related services from Pitney Bowes, Inc., via State Contract No. 41258 from January 1, 2026 to December 31, 2026, in an amount not to exceed $150,000.00.

BE IT FURTHER RESOLVED before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

F3

RESOLUTION AUTHORIZING CONTRACTS TO GREAT AMERICAN GAS & ELECTRIC, LLC AND UGI ENERGY SERVICES FOR SUPPLY AND DELIVERY OF NATURAL GAS SERVICES FROM DECEMBER 1, 2025 TO NOVEMBER 30, 2028

WHEREAS, the South Jersey Power Cooperative (SJPC) publicly advertised for bids for the supply and delivery of natural gas services on behalf of its participating member units; and

WHEREAS, the County of Camden, as lead agency of the SJPC received and publicly opened bids on November 14, 2025; and

WHEREAS, Great American Gas & Electric, LLC, 550 Mamaroneck Avenue, Suite 305A, Harrison, NY 10528 and UGI Energy Services, 835 Knitting Mills Way, Wyomissing, PA 19610 were the lowest responsive and responsible bidders for the supply and delivery of natural gas services to South Jersey Power Cooperative members serviced through Public Service Enterprise Group Incorporated (PSE&G) and South Jersey Gas (SJG) utilities, per below rates;

Supplier Company/Bid Group	Utility Company	Bid Price/Dekatherm
Great American Bid Group 1	PSEG	$2,3652
UGI-Bid Group 2	South Jersey Gas	$2.40
UGI-Bid Group 2A	South Jersey Gas	$2.13
UGI-Bid Group 3	South Jersey Gas	$1.90 ; and

WHEREAS, the County of Gloucester is participating member unit of the South Jersey Power Cooperative and, as such, is entitled to receive the benefits of the cooperative purchasing process; and

WHEREAS, the total contract price for natural gas supply and delivery services to County facilities will include the above fixed rate up-charge pricing plus the natural gas commodity cost set under a monthly NYMEX (New York Mercantile Exchange) settlement formula, plus New Jersey State Sales and Use Taxes; and

WHEREAS, the contract between the County of Gloucester and UGI Energy Services and South Jersey Gas utilities accounts shall be for the following amounts:

Bid Group 2 – for a total amount not to exceed $250,000.00 per year;
Bid Group 2A – for a total amount not to exceed $20,000.00 per year;
Bid Group 3 – for a total amount not to exceed $20,000.00 per year; and

WHEREAS, funding for the contracts shall be encumbered at the above stated fixed amounts and NYMEX formula pricing in accordance with N.J.A.C. 5:30-5.5(b)(2) and shall further be contingent upon the availability and appropriation of sufficient funds for such purpose in current and subsequent County budget years; and

WHEREAS, subject contracts are for estimated units of service, and is therefore, open-ended, which does not obligate the County to make any purchase; and as such, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of the County of Gloucester as a participating member of the South Jersey Power Cooperative, hereby authorizes contracts to Great American Gas & Electric, LLC and UGI Energy Services for supply and delivery of natural gas services to County facilities from December 1, 2025 to November 30, 2028 for yearly amounts noted above, under terms and conditions set forth in the master agreement between the South Jersey Power Cooperative and supplier companies beginning with Gloucester County's first meter read after November 30 2025 and concluding with its November 30, 2028 meter read date for County utility accounts served through PSEG and South Jersey Gas; and

BE IT FURTHER RESOLVED, that the Director of the Board be and is hereby authorized to execute and Clerk of the Board be and is hereby authorized to attest to, any agreement or other documents required to effectuate the authorization of contracts through the South Jersey Power Cooperative.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, January 21, 2026 at Woodbury, NJ.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

CONCORD ENGINEERING

Corporate Headquarters
520 South Burnt Mill Road
Voorhees, NJ 08043
Phone (856) 427-0200

To: Participating Members of the South Jersey Power Co-Op
From: Laura J. Paffenroth, Esq. Purchasing Agent, Camden County
Date: November 25, 2025
RE: SJPC A49-25 Natural Gas Bid Summary and Results
Cc: Vicki Molloy, Concord Energy Services
Kim Coulter, Concord Energy Services

The County of Camden, as lead agency to the South Jersey Power Cooperative (E8802-SJPC), is pleased to provide the following summary relative to the procurement of natural gas on the open market. The cooperative received favorable pricing and participants are projected to save over $500k or 17% in the aggregate over the term of contract.

Summary:

Bids for retail natural gas supply service were received by the County of Camden on November 14, 2025. This overview provides a summary of the bid information and results. If you have any questions concerning this document, you may feel free to contact me or Kim Coulter of Concord Energy Services directly (contact information below).

Winning Bidder, Contact Information, Service Period and Prices:

Winning Bidder: Bid Group 1	Great American Gas and Electric, LLC 550 Mamaroneck Ave, Suite 305A Harrison, NY 10528 Attn: Victoria Marchese victoriam@ga-ge.com (866)269-9393
Winning Bidder: Bid Groups 2, 2A, 3, 3A, 5, & 5A	UGI Energy Services 835 Knitting Mills Way Wyomissing, PA 19610 Attn: Judi Subers jsubers@ugies.com (609)204-3954
Consultant:	Concord Energy Services 520 South Burnt Mill Road Voorhees, NJ 08043 Phone: 856.427.0200 ext. 313 Kim Coulter kcouler@concord-engneering.com

Participating Members:

Members
Absecon City
Atlantic City
Atlantic County Government
Audubon
Avalon Borough
Berlin Township
Brigantine City
Buena Borough
Camden City
Camden County Boathouse
Camden County Driving Range
Camden County Buildings and Operations
Camden County College
Camden County - Courthouse
Camden County Department of Corrections
Camden County Dept of Parks
Camden County Dept of Public Safety
Camden County Library
Camden County Police Department
Camden County Pollution Control Financing Authority
Camden County Dept of Public Works
Camden County Technical Schools
Eastern Camden County Regional School District
Cape May City
Cape May County
Cape May County Bridge Commission
Cape May County MUA
Cape May Point, Borough
Carneys Point Township
Chesilhurst Borough
Clayton Borough
Deptford Township
Deptford Twp MUA
East Greenwich Township
Egg Harbor City
Egg Harbor Township
Elk Township
Elmer Borough
Folsom Borough
Franklin Township BOE

Members
Galloway Township
Glassboro Borough
Gloucester County Buildings and Grounds
Gloucester County Library
Gloucester County Special Services School District
Gloucester County Utility Authority
Gloucester County Vocational-Tech School District
Gloucester Township
Haddon Heights Borough
Haddon Township
Hamilton Township
Hamilton Township MUA
Laurel Springs Borough
Lindenwold Fire District #1, #2, #3
Longport Borough
Lower Township
Magnolia BOE
Magnolia Borough
Margate City
Merchantville BOE
Merchantville Borough
Mullica Township
National Park Borough
Northfield City
Ocean City
Oldmans Township
Paulsboro Borough
Penns Grove Borough
Pennsville Sewerage Authority
Pennsville Township
Pine Hill Borough
Pleasantville City
Rowan College South Jersey
Salem County
Salem County Special Services School District
Salem County Vocational Technical School District
Sea Isle City
Somers Point City
Stone Harbor
Stratford Borough

Members
Swedesboro, Borough
Ventnor City
Vineland City
Voorhees Township
Washington Township MUA
West Cape May Borough
West Deptford Township
Wildwood City
Wildwood Crest Borough
Winslow Township Fire Department
Woodbury City
Woodbury Heights Borough
Woodlynne BOE
Woodstown Borough

Service Period:

- Bid Groups 2A, 3A, & 5A service start date: March 2026 (begins with each account's meter read in March 2026) for a 32-Month Term.
- Bid Groups 1, 2, 3, & 5 service start date: December 2026 (begins with each account's meter read in December 2026) for a 24-Month Term.

Service End for all Bid Groups is November 30, 2028.

Bid Pricing:

The County selected the Fixed Basis Upcharge Pricing:

SJPC A49-25 Natural Gas Supply Service Bid Groups 2A, 3A & 5A to commence March 1, 2026 and Bid Groups 1, 2, 3 & 5 to commence December 1, 2026					
Bid Group	Account Category	Service Period (#months)	Start Month	Service End	(1) Fixed Basis Upcharge Price
2A	SJG-GSG	32	March 1, 2026	November 30, 2028	$2.13/Dth
3A	SJG GSG-LV	32	March 1, 2026	November 30, 2028	$ 1.68/Dth
5A	SJG EGS	32	March 1, 2026	November 30, 2028	$0.23/Dth
1	PSEG - GSG/LVG	24	December 1, 2026	November 30, 2028	$ 2.3652/Dth
2	SJG - GSG	24	December 1, 2026	November 30, 2028	$ 2.40/Dth
3	SJG GSG-LV	24	December 1, 2026	November 30, 2028	$1.90/Dth
5	SJG EGS	24	December 1, 2026	November 30, 2028	$0.40/Dth

The "Fixed Basis Up-Charge Price" means a single unit cost per dekatherm (Dth) that includes all non-commodity costs of the Supplier, including transportation from the wellhead and delivery to the LDC Delivery Point, line losses, Supplier's margin, consultant fee and New Jersey Sales and Use Tax (currently 6.625% of the sale price) and any other applicable costs such as nominating and balancing etc.

The Contract Price will include the "Fixed Basis Up-Charge Price" as defined above plus the "Commodity Price" plus New Jersey Sales and Use Tax. The Commodity Price will default to the monthly settlement price on the expiration date of the month's NYMEX Natural Gas Henry Hub future contract as published by Gas Daily and/or the Wall Street Journal.

The County reserves the right to convert the Commodity Price into a fixed Weighted Average Commodity Price per dekatherm at any time during the term of the Agreement, for either some or all of the remaining contract months.

Billing and Payment Terms:

Each participating Member shall receive a monthly invoice for natural gas supply service for each of its accounts through (i) a single bill from the Natural Gas Utility Company (i.e. PSE&G or South Jersey Gas Company) for Full Requirements Service and Delivery & Transportation service (i.e. consolidated billing), or (ii) dual billing where the Delivery & Transportation services to the Facilities provided by the applicable local Natural Gas Utility Company shall be billed by the Natural Gas Utility Company and the Full Requirements Services shall be billed separately by the Supplier. The Participant will be able to choose the option that is best suited for their needs and the Supplier must be able to provide the option chosen. If no option is chosen, Participant will default to consolidated billing. If an individual account(s) is rejected by the Natural Gas Utility Company as ineligible for consolidated billing it shall be enrolled and

billed on a dual billing basis. Billing for each SJPC Participant shall be based upon the applicable Natural Gas Utility Company's meter readings by location.

Your respective utility will continue to provide safe and adequate service to include the delivery and distribution of the natural gas. The utility is responsible for maintaining the existing network of underground pipes that make up the delivery system, which will serve all consumers, regardless of whom they choose to purchase their natural gas supply.

Invoice payment terms are 60 days from receipt of invoice. However, P.L. 2018, c. 127 establishes a prompt payment requirement for most goods and services contracts awarded under the Local Public Contracts Law and Public-School Contracts Law. The law applies to goods and services contracts awarded on or after February 1, 2019, regardless of dollar amount. For further details on the new law and to review Local Finance Notice 2019-02, please visit: https://url.emailprotection.link/?bFblgWGz72bvq7mXo96AJ8RaI0laG1wi_kakDInS_x9vbOXu2TAW6UhArKzRDjLcJfSeRd_qKnIx3cALDEhjrdITWdkZD44bm34MdZ1SKLW41ZAhsfhJmISryhpMESv9w.

Next Steps:
You will receive a separate notification from your Natural Gas Utility Company regarding the enrollment of your natural gas accounts by the above-identified supplier(s) and service start date. Attached, please find a copy of the Natural Gas Resolution awarded by Camden County, once the fully executed Natural Gas Supply Service Agreements between Camden County and the awarded Suppliers are available, copies will be forwarded for your files. It is recommended that each participating member pass a confirming resolution acknowledging the award of the contract. Said resolution should include the supplier, price(s), and term.

Ongoing Contract Support:
Throughout the term of this contract, you may contact Kim Coulter, at Concord Energy Services for assistance with contract questions, billing issues and/or general energy related questions. Kim can be reached at (856) 427-0200 x 119 or via email at kcoulter@concord-engineering.com.

Thank you and best regards,

Vicki Molloy, CEP
Concord Energy Services
Vice President, Energy Services

Cc: Laura J. Paffenroth, Esq.-Camden County
Kim Coulter – Concord Energy Services

Attachments:
1. Appendix B Natural Gas Supply Agreement
2. Account Listing

CONCORD ENGINEERING

Corporate Headquarters
520 South Burnt Mill Road
Voorhees, NJ 08043
Phone (856) 427-0200

Supplemental Memorandum

Subject: SJPC A49-25 for Natural Gas Supply Service – Fixed Basis Upcharge Product Structure

Background:

Two components make up the cost of the Natural Gas Commodity. The first component is the actual physical Natural Gas Commodity, and the second component is the Natural Gas Basis, which is pipeline costs to deliver the natural gas commodity from the Henry Hub delivery point in Louisiana to the New Jersey Natural Gas "NJNG" delivery point in New Jersey. This delivery point is also referred to as a City Gate.

Natural Gas Commodity

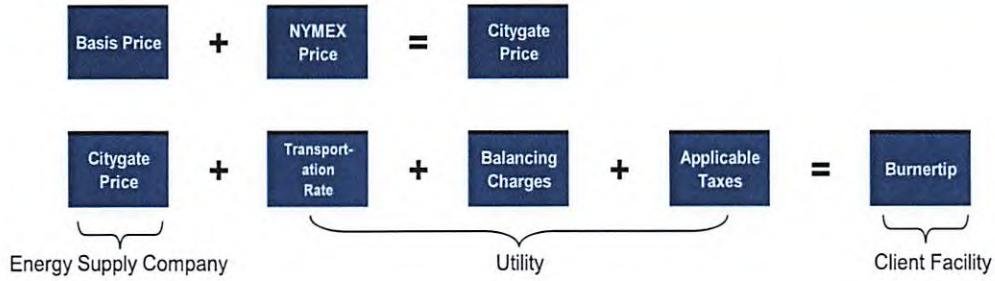
The New York Mercantile Exchange (NYMEX) is like a "stock market" for a wide range of commodities, including energy (natural gas, crude oil, gasoline, heating oil, coal, and electricity). The NYMEX natural gas futures contract is widely used as a national benchmark price. The Henry Hub in Louisiana is the delivery point for this contract. An MMBTU (Metric Million British Thermal Unit) is also referred to as a dekatherm (dTh) within our industry. A dekatherm equals ten (10) therms.

Natural Gas Basis

The Henry Hub is the delivery point for the NYMEX natural gas futures contract, the benchmark for natural gas pricing in North America. The simple relationship of the value of natural gas at Henry Hub and the value of gas at other delivery locations have created an entire market dynamic between the hub and delivery points throughout North America. Henry Hub is the southern Louisiana nexus of 16 intra- and interstate pipelines (eight in and eight out) that are fed from the major producing areas on and off the Gulf Coast. In turn, these pipelines supply most major markets in the Lower 48 states and parts of Canada.

The basis theoretically represents the value of transporting gas from one market center to another. Apart from pipeline rates, other forces, such as regional and local supply/demand conditions, constantly intrude and the basis markets for natural gas have evolved into potent commodity markets. Buyers of natural gas are concerned about the price at their delivery point, or Citygate, in addition to the price of natural gas at the Henry Hub. The natural gas price delivered to a Citygate does not necessarily move in tandem with prices at Henry Hub. Therefore buyers and sellers of gas often have to manage the fundamental price risk at Henry Hub with the NYMEX natural gas futures contract while hedging the basis risk in the over-the-counter market.

Citygate pricing consists of physical natural gas commodity plus natural gas basis. The actual price a client pays is a burner tip price which includes the local Utility charges. Clients typically pay the utility a transportation charge based on the amount of gas they use, plus a monthly service (balancing) fee. The following table illustrates these components:



The SJPC Natural Gas Contract Details

The County of Camden on behalf of the SJPC Cooperative members, requested bids for two (2) natural gas pricing structures. The pricing structures included: 1) An All-In Fixed Price or Citygate Price (NYMEX Commodity + Fixed Basis Upcharge + NJSUT@ 6.625%) and 2) Fixed Basis Upcharge Price plus NJSUT.

Since the All-In Fixed Bid Pricing received was high mainly due to current natural gas market conditions, Concord recommended the County lock in the Fixed Basis Upcharge pricing structure for the 24 month term with the lowest bidder, UGI Energy Services. The NYMEX Commodity is not locked in and will default to the natural gas Henry Hub monthly settlement price as published by the Gas Daily and/or the Wall Street Journal plus New Jersey Sales and Use Tax @ 6.625%. The total Contract Price will include the "Fixed Basis Up-Charge Price" contract price per Bid Group plus the monthly settlement price for the "NYMEX Commodity Price".

Camden County as the Lead Agent, reserves the right to convert the NYMEX Futures Henry Hub Commodity Price into a fixed Weighted Average Commodity Price per dekatherm at any time during the term of the Agreement, for either some or all of the remaining contract months. Concord will continually monitor the market for future opportunities that may be advantageous to locking in the NYMEX Futures Price and communicate any changes to the Lead Agent.

It is important to note that the contract rate for the Fixed Basis Upcharge price includes NJSUT at 6.625% and NJNG's pipeline loss rate of 2%. NJNG's pipeline loss rate is not typically included as part of the Fixed Basis Upcharge pricing. However, the County's Bid Specifications required this component of pricing to be included and not passed through.

APPENDIX B

MASTER NATURAL GAS SUPPLY SERVICE AGREEMENT

between

THE COUNTY OF CAMDEN, NEW JERSEY

on behalf of the Participating Members of the South Jersey Power Cooperative

and

UGI Energy Services, LLC

Dated

November 14, 2025

This NATURAL GAS SUPPLY SERVICE AGREEMENT (the "Agreement") is entered into this **14th day of November 2025**, by and between the COUNTY OF CAMDEN, NEW JERSEY, a body politic, with offices at 520 Market Street, Camden, New Jersey 08102 (the "County") and **UGI Energy Services, LLC**, a Limited Liability Corporation organized and existing under the laws of the State of **Pennsylvania**, (the "Supplier").

RECITALS

WHEREAS, the County's Board of Commissioners has authorized this contract by resolution as the result of competitive public bidding pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the bid specifications included those estimated quantities of natural gas supply service ("Full Requirements Service") needed by the County; and

WHEREAS, certain federal and New Jersey Statutes and administrative Rules and Regulations govern the natural gas utility industry in New Jersey (generally, the "Applicable Legal Authorities"); and

WHEREAS, certain of the Applicable Legal Authorities provide for the restructuring of the natural gas industry in the State of New Jersey (the "State") from that of a regulated public utility service to allow access to the natural gas public utility's local distribution system by entities that have successfully completed the licensing process set forth in the Applicable Legal Authorities; and

WHEREAS, the Supplier is licensed to provide Full Requirements Service to customers in the State, and has been issued Board License Number **GSL-0025**; and

WHEREAS, the Applicable Legal Authorities provide that with implementation of such access to the Local Distribution Company's local distribution system, the Local Distribution Company will continue to serve as the exclusive natural gas distribution provider within its Service Territory; and

WHEREAS, in accordance with the Applicable Legal Authorities, customers may purchase Full Requirements Service from licensed suppliers.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

"Act" means the Electric Discount and Energy Competition Act, P.L. 1999, Chapter 23, approved February 9, 1999, Assembly, No. 16, as amended.

"ADDQ" means Average Daily Delivery Quantity

"Agreement" means this Natural Gas Supply Service Agreement between the County of Camden, New Jersey and the Supplier for provision of Natural Gas Supply Service.

"All-Inclusive, 100% Full Requirements Firm Fixed – Non Recallable Service" also referred to as "Firm Fixed Price", means natural gas supply service that includes all direct and indirect costs including, but not limited to: supply, storage, transportation from well head to city-gate, LDC and pipeline line loss, balancing, balances or imbalances, overhead fee or profit, clerical support, taxes, travel expenses, safety equipment, materials, supplies, labor, supervision, managerial support and all documents, forms, reports and reproductions thereof. The All Inclusive 100% Full-Requirements Firm Fixed – Non-Recallable Price includes all Supplier incurred costs to perform the work of this contract whether stated directly or implied within the ITB. This price is not subject to change during the term of the Agreement.

"Applicable Taxes" means any federal, state or local tax applied to the sale of natural gas supply, including, but not limited to New Jersey State Sales and Use Tax. Any change in the Sales and Use Tax which is adopted by the State Legislature and applied to the sale of natural gas supply during the contract period will be permitted under the contract and will be passed through as an adjustment to the Contract Price at the time of the new tax effective date. New Jersey currently has a 6.625% sales tax, which rate shall be included in the Contract Price.

"Basic Gas Supply Service - BGSS" which is defined by the NJ BPU as gas supply service provided by a LDC as opposed to third party supplied gas.

"Basis" means the financial cost to move natural gas from the Henry Hub to the final delivery point on the pipeline. Basis is defined as the price difference between the cost of a futures contract at Henry Hub and the cash price at the delivery point.

"Balancing" means generally the requirement to match the amount of natural gas and transportation nominated for a given period to that actually consumed. Specific definitions for each LDC are included in the LDC tariff and/or Third-Party Supplier Tariff, and shall be incorporated by reference herein.

"BPU" means the New Jersey Board of Public Utilities, or any successor state agency.

"BTU (British Thermal Unit)" means a unit of heating value equal to the amount of heat required to raise the temperature of one pound of water (at 60 degrees Fahrenheit) by one degree Fahrenheit.

"City Gate (also City Gate Station)" means the point at which a local distribution gas company (LDC) receives natural gas from a pipeline company.

"Commencement Date" means the first meter read on or after **March 1, 2026, for Bid Groups 2A, 3A, and 5A, and first meter read on or after December 1, 2026, for Bid Groups 2, 3 & 5**, the date on which the Supplier is first permitted to provide Natural Gas Supply Service to the County Facilities.

"Commodity Price" means the charge per therm for natural gas commodity.

"Comprehensive Transportation Service – CTS" means that all Participating Entities eligible for service under this Rate Schedule CTS, a customer must hold clear and marketable title to gas that is made available for delivery to customer's facility on the Company's system. This rate tariff does not allow for standby service with the utility for BGSS natural gas supply service.

"Contract Date" means the date this Agreement has been executed and delivered by the County and the Supplier.

"Contract Price" has the meaning set forth in Article IV.

"County Facilities" means all facilities and accounts listed in Appendix C for which the Supplier is to provide 100% Full Requirements Firm – Non-Recallable Service pursuant to the Agreement. Appendix C contains a listing of each Member County and each Participating Entity, along with a list of account number s and each account's historical usage, rate tariff and applicable firm contract quantity.

"County's Indemnified Persons" means the County and its directors, officers, representatives, employees, principals, agents, consultants, successors and assigns.

"DCQ" means Daily Contract Quantity.

"Delivery Point" means the point on the natural gas pipeline system identified by the Local Distribution Company where natural gas is delivered by the Supplier.

"DTH" means dekatherm, One dekatherm = 10 therms = 1 MMBTU.

"Distribution" means all delivery services by the Local Distribution Company for the provision of Gas Supply Service to the natural gas customer as regulated by governing law.

"FERC" means Federal Energy Regulatory Commission.

"Firm" means that the Supplier may only suspend performance hereunder to the extent that such performance is prevented for reasons of Force Majeure.

"Fixed Basis Up-Charge Price" means a single unit cost per therm that includes all non-commodity costs of the Supplier, including transportation from the wellhead and delivery to the LDC Delivery Point, LDC and pipeline line losses, Supplier's margin, consultant fee and New Jersey Sales and Use Tax (currently 6.625% of the sale price) and any other applicable costs such as nominating and balancing etc. The "Fixed Basis Up-charge Price" shall remain firm and fixed for the duration of the Agreement.

"Force Majeure" shall have the meaning ascribed to it in Section 7.14.

"Full Requirements Service" means Natural Gas Supply Service provided by Supplier to the County Facilities on a Firm basis and at all times, without interruption, except as may be required in case of a Force Majeure event. Full Requirements Service is a substitute for Basic Gas Supply Service. Full Requirements Service does not include Distribution.

"Gas Supply Service" means the provision to customers of the retail commodity of Natural Gas but does not include any regulated distribution service.

"Gas Supplier" means a person that is duly licensed pursuant to the provisions of the Act to offer and assume the contractual and legal obligation to provide Gas Supply Service to retail customers and includes, but is not limited to, marketers and brokers. A non-public utility affiliate of a public utility holding company may be a Gas Supplier, but a gas public utility or any subsidiary of a gas utility is not a Gas Supplier. In the event that a gas public utility is not part of a holding company legal structure, a related competitive business segment of that gas public utility may be a Gas Supplier, provided that related competitive business segment is structurally separated from the gas public utility, and provided that the interactions between the gas public utility and the related competitive business segment are subject to the affiliate relations standards adopted by the BPU pursuant to subsection k. of section 10 of the Act.

"Henry Hub" means a natural gas pipeline located in Erath, Louisiana that serves as the official delivery location for futures contracts on the NYMEX.

"ITB" means the Invitation to Bid for Natural Gas Supply Service **#A49-25** issued on **October 22, 2025**, by the County of Camden, New Jersey, as amended.

"Line Loss" means a percentage of allowable gas volume loss permitted within LDC tariff between city gate and the account meter.

"Local Distribution Company" means a local natural gas public utility or any successor company or entity that distributes Natural Gas to customers within a service area.

"Loss" means any and all loss, liability, forfeiture, obligation, delay, fine, penalty, judgment, cost, expense, debt, demand, and damage of every kind whatsoever (including, without limitation, reasonable attorneys' fees, consultant fees, expert witness fees and court costs); provided, however, that "Loss" shall not include incidental or consequential damages, except for those related to billing errors.

"Material Usage Deviation" means any deviation in the Actual Quantity at the Service Location(s) from the Contract Quantity (or, as applicable, estimated Contract Quantities), which is not caused by weather, on-site net metered renewable project or installation of energy efficiency measures.

"MCF" means 1,000 cubic feet of natural gas.

"Metered Usage" means for billing purposes, a customer's actual gas use in cubic feet will be converted to therms.

"MMBTU" means a thermal unit of energy equal to 1,000,000 BTU's that is the equivalent of 1,000 cubic feet of gas having a heating content of 1,000 BTU's per cubic foot, as provided by contract measurement terms. This also equals approximately 10 therms or 1 dekatherm.

"Nominated" means the physical quantity of gas requested, typically in MMBTU/day, for a specific contract or for all contracts at a specific point.

"Nomination" means a request for a physical quantity of gas under a specific purchase, sales or transportation agreement or for all contracts at a specific point. A nomination will continue for a specified number of days or until superseded by another service request for the same contract.

"Non-Recallable Gas" means natural gas supply that is not subject to re-call by the LDC.

"NYMEX – New York Mercantile Exchange" - As used in this ITB and Agreement, all NYMEX pricing referred to will be the Natural Gas Henry Hub Future pricing published on the website at www.cmegroup.com or in the Wall Street Journal for the Henry Hub.

"Natural Gas" means any mixture of market quality hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

"Rate" means the BPU approved charges for services provided by the LDC, as set forth in the LDC tariff.

"Replacement Gas" means all Gas Supply Service provided by a third party through the Local Distribution Company should Supplier not provide Full Requirements Service to the County Facilities pursuant to this Agreement for any reason whatsoever, other than Force Majeure, including, but not limited to, Supplier's default under this Agreement or the bankruptcy or insolvency of Supplier.

"Service Territory" means the geographic areas of the State of New Jersey in which the Local Distribution Company has an exclusive franchise to serve natural gas customers.

"Settlement Price" means the New York Mercantile Exchange Natural Gas Henry Hub Settlement Price on the applicable Pricing Date for each month of the applicable portion of the Term (as determined by the County on the Pricing Date).

"Supplier" means Great **UGI Energy Services, LLC** (the entity executing this Agreement with the County).

"Term" has the meaning set forth in Article VI.

"Termination Date" means the first meter read date after **November 30, 2028**, or the date upon which this Agreement is terminated pursuant to Article VI hereof, whichever is earlier.

"Therm" means a unit of heating value approximately equivalent to 100,000 BTU's.

"Third Party Supplier Agreement" means the agreement between Supplier and a Local Distribution Company that sets forth the terms and condition s under which Supplier will be permitted to deliver Gas Supply Service to the Local Distribution Company for ultimate distribution to the County Facilities.

"Transmission" means all necessary services for the delivery of Gas Supply Service by Supplier to the Local Distribution Company.

"Weighted Average Commodity Price" means the Commodity Price over a specified term, calculated by (1) adding the products of, (a) the published monthly NYMEX natural gas prices for a specified period on a given date, multiplied by (b) the historical usage within the County Facilities for each of such months for the applicable period (as set forth in Appendix C), and (2) dividing such sum by the combined total historical usage for all such months over the specified period. The Weighted Average Commodity Price shall be expressed as dollar per Dth.

"Weighted Average Cost of Gas (WACOG)" means a price paid for a volume of gas and associated transportation based on prices of individual volumes of natural gas that make up the total quantity supplied.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(a) References Hereto. The terms "hereby", "hereof ', "herein", "hereunder" and any similar terms refer to this Agreement, and the term "hereafter" means after the Contract Date.

(b) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(c) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(d) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience

of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof. Supplier acknowledges that any term or condition set forth in the Invitation to Bid issued by the County, or the Bid received from Supplier in response thereto, that differs from, conflicts with, varies or contradicts the terms of this Agreement is null and void, and of no force and effect. This Agreement may only be amended or modified by formal resolution of the Camden County Board of Commissioners and acknowledged thereafter by a written instrument signed by all parties hereto.

(f) References to Days. All references to days herein are to calendar days, including Saturdays, Sundays and holidays, except as otherwise specifically provided.

(g) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(h) Applicable Law. This Agreement shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law.

(i) Severability. If any clause, sentence, paragraph or part of this Agreement should be declared or rendered w1lawful by a court or regulatory agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

(j) Defined Terms. The definitions set forth in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals hereto.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE COUNTY.

The County hereby represents and warrants that:

1. Existence and Powers. The County is a body politic and corporate of the State of New Jersey validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

2. Due Authorization and Binding Obligation. The County has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

3. No Conflict. Neither the execution nor the delivery by the County of this Agreement nor the performance by the County of its obligations hereunder nor the consummation by the County of the transactions contemplated hereby (I) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the County or (2) conflicts with, violates or results in a breach of any term or condition of any judgment , decree, agreement or instrument to which the County is a party or by which the County or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

4. No Litigation. There is no action, suit or other proceeding as of the Contract Date, at law or in equity, before or by any court or governmental authority, pending or, to the County's best knowledge, threatened against the County which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the County in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the County of its obligations hereunder or under any such other agreement or instrument.

5. No Legal Prohibition. The County has no knowledge of any applicable law in effect on the date as of which this representation is being made, exclusive of permitting requirements which would prohibit the performance by the County of this Agreement and the transactions contemplated hereby.

6. SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE SUPPLIER.

The Supplier hereby represents and warrants that:

1. The Supplier shall and will provide and furnish all the materials required for supplying and delivering Natural Gas to various South Jersey Power Cooperative Locations (South Jersey Gas and PSE&G Area Accounts) all furnished in accordance with specifications **ITB #A49-25, dated October 22, 2025**, said specifications being hereby incorporated into and made a part of this Contract by reference and hereinafter being referred to together as Specifications and in further accordance of the Bid Proposal of Supplier dated **November 14, 2025**. Said Bid Proposal is to be incorporated herein by reference and made a part of this Contract as if fully set forth herein.

2. Existence and Powers. The Supplier is duly organized and validly existing as a corporation under the laws of the State of **Pennsylvania**, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

3. Due Authorization and Binding Obligation. The Supplier has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Supplier and constitutes the legal, valid and binding obligation of the Supplier, enforceable against the Supplier in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

4. No Conflict. Neither the execution nor the delivery by the Supplier of this Agreement nor the performance by the Supplier of its obligations hereunder (1) conflicts with violates or results in a breach of any law or governmental regulation applicable to the Supplier, (2) conflicts with, violates or results in a breach of any term or condition of any judgment , decree, agreement (including, without limitation, the certificate of incorporation of the Supplier) or instrument to which the Supplier is a party or by which the Supplier or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument, or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of the Supplier.

5. No Litigation. Except as expressly disclosed to the County in writing, there is no action, suit or other proceeding as of the Contract Date, at law or in equity, before or by any court or governmental authority, pending or, to the Supplier's best knowledge, threatened against the Supplier which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Supplier in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Supplier of its obligations hereunder or by the Supplier under any such other agreement or instrument.

6. No Legal Prohibition. The Supplier has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by the Supplier of this Agreement and the transactions contemplated hereby.

7. Patents and Licenses. The Supplier and its affiliates own or possess all patents, rights to patents, trademarks, copyrights and licenses necessary for the performance by the Supplier of this Agreement and the transactions contemplated hereby, without any known material conflict with the rights of others.

8. Information Supplied by the Supplier. The information supplied by the Supplier in all submittals made in response to the ITB and all post-bid submittals is correct and complete in all material respects as of the date or dates submitted, except to the extent the County has received written notice of any non-material changes prior to execution of this Agreement.

ARTICLE III
SUPPLIER SERVICES

SECTION 3.1 FULL REQUIREMENTS SERVICE. The Supplier agrees to provide 100% Full Requirements Firm Fixed – Non-Recallable Service on the Commencement Date to the Lead Agency County and Participating Entities' accounts as presented in Appendix C to this agreement and attached herein. Upon the Commencement Date of this Agreement, the County agrees to cease Basic Gas Supply Service and to purchase Full Requirements Service exclusively from Supplier for the County Facilities in accordance with the terms of this Agreement. The Supplier acknowledges that this is not a "take-or-pay" contract and that the quantity of Full Requirements Service actually used by the County Facilities and Participating Entities may vary from the historical usage identified in the ITB.

SECTION 3.2 DELIVERY POINTS. The Delivery Points for Natural Gas shall be the Local Distribution Company's system serving the County Facilities and Participating Entities.

SECTION 3.3 ARRANGING FULL REQUIREMENTS SERVICE. The Supplier shall participate in or make appropriate arrangements with any relevant regional transmission group, wholesale settlements process, or other entity or process at the state or regional level designed to arrange for an uninterrupted flow of reliable, safe Full Requirements Service to the County Facilities and Participating Entities, and to ensure a source of Replacement Gas in the event that Supplier's own facilities are unable to deliver the Full Requirements Service required under this Agreement during the term hereof.

The Supplier further agrees to use its best efforts to assist the Local Distribution Company in transferring all of the accounts of the County Facilities and Participating Entities from the Local Distribution Company to those of the Supplier for purposes of providing Full Requirements Service beginning on the Commencement Date and ending on the Termination Date.

SECTION 3.4 APPLICABLE NATURAL GAS ACCOUNTS. This agreement is applicable to the Participating Entities accounts per Appendix C located in Public Service Gas and Electric (PSE&G), and South Jersey Gas (SJG) service territory.

SECTION 3.5 NOMINATING AND BALANCING. Nominating and Balancing shall be the responsibility of the Supplier. The Supplier shall be familiar with the Local Distribution Company and the practices concerning imbalances, distribution line losses, and the billing periods of the Local Distribution Company. **Any Loss associated with nomination and balancing shall be borne by the Supplier.** The Supplier shall indemnify and hold harmless each of the County's and its Participating Entities Indemnified Persons from and against any and all Loss relating to or in connection with nominating and balancing.

SECTION 3.6 ARRANGING FOR NATURAL GAS SUPPLY SERVICE. The Supplier warrants that it holds title to the gas, or has the right to sell the gas, at the Delivery Point and that the gas is free from liens and adverse claims of any kind. The Supplier shall indemnify each of the County Facilities against any liens and claims arising with respect to the title to, or its right to sell, such gas to the member to ensure an uninterrupted flow of reliable, safe natural gas supply service to the County Facilities.

The Supplier further agrees to ensure that the County Facilities will be transferred from the Local Distribution Company to the Supplier for purposes of providing natural gas supply service beginning on the Commencement Date.

SECTION 3.7 PARTICIPATING ENTITIES. A list of Participating Entities is included herein by reference at Appendix C.

ARTICLE IV
CONTRACT PRICE

SECTION 4.1 CONTRACT PRICE. The price to be paid by the County Facilities for the provision of 100% Full Requirements, Non-Recallable natural gas supply service during the term of this Agreement, for each Bid Group specified, shall be the applicable Contract Price set forth. Pricing is inclusive of New Jersey Sales and Use Tax (currently 6.625%) and does not include any LDC distribution, transmission or delivery charges. **Metered usage billing is required for all Participating Entity facilities.**

1. Fixed Basis Up-Charge Price (Commodity not Included)
   a. Bid Group 2 $ 2.40/Dth
   b. Bid Group 2A $ 2.13/Dth
   c. Bid Group 3 $ 1.90/Dth
   d. Bid Group 3A $ 1.68/Dth
   e. Bid Group 5 $ 0.40/Dth
   f. Bid Group 5A $ 0.23/Dth

The Contract Price(s) shall be in effect from the Commencement Date—defined as the first meter read on or after **March 1, 2026, for Bid Groups 2A, 3A, and 5A (32-month term),** and the first meter read on or after **December 1, 2026, for Bid Groups 2, 3 & 5 (24-month term)** —through the Termination Date, defined as the first meter read occurring after **November 30, 2028.**

The Contract Price will include the "Fixed Basis Up-Charge Price" as defined above plus the "Commodity Price" plus New Jersey Sales and Use Tax. The Commodity Price will default to the monthly settlement price on the expiration date of the month's NYMEX Natural Gas Henry Hub future contract as published by Gas Daily and/or the Wall Street Journal.

The County reserves the right to convert the Commodity Price into a fixed Weighted Average Commodity Price per therm at any time during the term of the Agreement, for either some or all of the remaining contract months.

SECTION 4.2 TAXES. Supplier's Contract Price shall include all taxes and Supplier shall cause all such taxes to be paid. Supplier shall indemnify and hold harmless the County and each Participating Entity's Indemnified Persons from any and all losses arising from Supplier's non-payment of such taxes. Each Participating Entity will provide a tax exemption certificate for any tax from which it is exempt.

SECTION 4.3 METERING, BILLING AND PAYMENT. (A) Billing. Metering and billing for Distribution services provided to the Facilities shall be provided by the Local Distribution Company to the Participants in accordance with the terms of the Third Party Supplier Agreement. The Supplier, shall submit its monthly bills to the Participant(s) at their option for the provision of Full Requirements Services pursuant to this Agreement either through (i) a single bill from the Local Distribution Company for Full Requirements Service and Distribution service (i.e. consolidated billing), or (ii) dual billing where Distribution services to the Facilities provided by an applicable Local Distribution Company shall be billed by the Local Distribution Company and the Full Requirements Services shall be billed separately by the Supplier. If no affirmation election is made by the Participant, the default shall be enrollment for consolidated billing. In the event the Participant elects or defaults to receive a single bill as described in item (i) above, the Supplier covenants to provide the Local Distribution Company with all information needed

by the Local Distribution Company so as to be able to provide timely and accurate bills to the Participant(s). **Billing for each Participating Entity shall be based upon the applicable Local Distribution Company's meter readings by location for each Participating Entity's account and not Daily Contract Quantity (DCQ) or (ADDQ).**

In the event the Participant(s) elect dual billing, the Supplier shall submit an invoice directly to the Participant(s) for the natural gas metered usage for each Account at the Participant's billing address listed in Appendix C for each Billing Cycle, unless the Participant request receipt of an aggregated bill for all accounts sent to a single billing address as provided for in Section IV. (4) of the RFB, in which case Supplier shall conform to said request. Billing by the Supplier shall conform to the Billing Cycle of the applicable Local Distribution Company for the Account. Distribution services to the Delivery Points provided by an applicable Local Distribution Company shall be billed separately by the Local Distribution Company. The Supplier acknowledges that the Participant(s) are governmental entities who must comply with certain legal requirements before payment can be made. To ensure timely payment of invoices, Supplier shall confer with the Participants regarding applicable payment procedures before the first invoice is sent. All invoices submitted must be in strict accordance with the Contract Price and shall conform to the applicable requirements for payment of invoices by each Participant.

Supplier will adjust Participants' Account following confirmation of the actual volumes delivered and will also adjust the Participants' Account for amounts resulting from any discrepancy or adjustment advised, specified or required by a utility, or as a result of an adjustment to, or recalculation of, taxes. No retroactive adjustments will be made beyond a period of twelve (12) months from the date of a billing discrepancy; provided, however, that as long as notice of any discrepancy is given by either party to the other party during such twelve (12) month period, the parties acknowledge that the actual resolution of such discrepancy and the determination of any amounts owed may occur after the end of such twelve (12) month period.

The Supplier acknowledges and agrees that (i) The Client as Lead Agency for the Cooperative Participants shall not be responsible for payment for Full Requirements Service provided to the Participants and shall have no liability or obligation for payment of any bills, charges, fees or expenses related to Full Requirements Service provided to the Participants or the failure of such Participants to purchase Full Requirements Service from the Supplier, and (ii) the Client as Lead Agency shall only be responsible for payment for Full Requirements Service provided to its own facilities/accounts and shall have no liability or obligation for payment of any bills, charges, fees or expenses related to Full Requirements Service provided to any other Participant or the failure of any other Participant to purchase Full Requirements Service from the Supplier.

In the event that the Supplier should require historical data, charges for such additional data shall not be passed on by the Supplier to the Client or the Participants.

(A) PAYMENT OF INVOICES. The Participant must approve all invoices before payment can be made. The Participant agrees to pay each invoice containing Supplier's charges within a period of up to 60 days from the date the invoice is received (the "Payment Date"). Payment will be based on approved invoice(s) and in accordance with P.L. 2018, c.127.

Each Participant's obligation to pay the Supplier is contingent upon the availability of appropriated funds from which payment for contract purposes can be made in accordance with Section 7.15 (*Appropriations*) hereof.

(B) In the event the Supplier becomes aware (1) that any Participating Entity is the subject of a voluntary or involuntary petition in bankruptcy or (2) of any other information that would reasonably lead Supplier to conclude that any Participating Entity may not meet its financial obligations to Supplier, Supplier shall have the right to require the Participating Entity to make credit arrangements reasonably satisfactory to the Supplier. The Participating Entity may elect any of the following options to make such credit arrangements: (i) payment in advance for three months of service in an amount equal to the likely charge for three months' service; (ii) obtaining an irrevocable letter of credit for the benefit of the Supplier in a form reasonably acceptable to Supplier in the amount equal to the likely charge for three months' service; or (iii) obtaining a guaranty in a form and substance reasonably satisfactory to Supplier from a financial institution or other third party that Supplier deems creditworthy. In the event that Participating Entity fails to make such credit arrangements reasonably satisfactory to the Supplier within 30 days of a written notice requiring such arrangements, Supplier may terminate this Agreement with the affected Participating Entity.

(C) MATERIAL CHANGE. In the event of a material change (otherwise referred to as a "Material Usage Deviation") of greater than 25% in the aggregate monthly dekatherm usage of all Participants accounts in a given Bid Group, for more than two (2) months ie: 3 months or more, in which case Supplier may request an adjustment to the Contract Price for that Bid Group to reflect the incremental net cost or incremental loss incurred by Supplier as a result of variance in such volumes outside of the 125%/75% bandwidth. Only incremental costs or losses for dekatherm usage, i.e. energy outside the 75%/125% bandwidth may be recoverable.

SECTION 4.4 REGULATORY CHANGES. Supplier may pass through any incremental costs associated with any change of law to the regulations which impact Seller's costs, with thirty (30) days' notice identifying the change, but shall not include any profit, markup or service fee.

ARTICLE V
NON-PERFORMANCE AND DISPUTE RESOLUTION

SECTION 5.1 REPLACEMENT GAS. If at any time and for any reason (unless under a condition of Force Majeure) the Participating Entity's Facilities are forced to accept Replacement Gas, the Supplier's shall be responsible for the difference, if positive, between the cost of Replacement Gas and the cost that the Participating Entity would have been charged for natural gas supply service under this Agreement and for such other Loss as the affected Participating Entity may incur due to Supplier's failure to provide 100% Full Requirements – Non Recallable Service.

SECTION 5.2 RISK OF LOSS. Risk of Loss of Natural Gas provided under this Agreement shall remain with the Supplier until it shall pass to the Participating Entity upon delivery of said Natural Gas to the Delivery Point specified for each Participating Entity facility.

SECTION 5.3 ALTERNATE DISPUTE RESOLUTION. If a dispute between the County and the Supplier arises during the course of this Agreement, the parties will attempt to resolve the dispute, in good faith, through non -binding mediation.

Either party may demand such mediation by written notice to the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and 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 business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present a list of at least five proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as the 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.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, in the lack of such an agreement, as may be determined by the mediator. Each party will bear its own costs of participation in the mediation, and they will divide the costs of the mediator equally.

If the dispute is not resolved after a reasonable period of time, not to exceed 30 days, from the date of receipt of the initial written demand for mediation, either party may terminate the mediation by written notice to the mediator and to the other party, whereupon either party may submit the dispute to the Superior Court of New Jersey, Camden County, for adjudication, which Court shall have exclusive original jurisdiction over the dispute.

ARTICLE VI
TERM AND TERMINATION

SECTION 6.1 TERM. This Agreement shall become effective on the Contract Date and shall continue in effect until the first meter read date on or after **November 30, 2028**, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination. The Term of service shall be from the first meter read date on or after March 1, 2026 for Bid Groups 2A, 3A and 5A and the first meter read date on or after December 1, 2026 for Bid Groups 2, 3 and 5, and continue through the first meter read date after **November 30, 2028.** All rights, obligations and liabilities of the parties hereto shall commence on the Commencement Date, subject to the terms and conditions hereof.

SECTION 6.2 TERMINATION. In addition to any other rights of termination set forth in this Agreement, this Agreement may be terminated prior to the Termination Date based on the following:

(a) by the County, if the Supplier fails to provide natural gas supply service in accordance with this Agreement; or
(b) by the County, at its sole option, immediately upon the filing of a voluntary bankruptcy petition by the Supplier, or the final adjudication of the Supplier as bankrupt after the filing of an involuntary petition; or
(c) by the County, immediately, in the event that Supplier's Third-Party Supplier Agreements with the applicable Natural Gas Distribution Companies are terminated.

Upon the effective Termination Date, all rights and privileges granted to the Supplier shall cease. Notwithstanding the foregoing, Supplier shall be liable for, inter alia, any Loss the County incurs in excess of the Contract Price should the County be obliged to procure Replacement Energy as a result of the termination of this Agreement by the County under this Section 6.2. The parties acknowledge that termination of this Agreement by the County upon the breach by Supplier would severely harm the County. Therefore, in the event of any voluntary or involuntary bankruptcy or similar proceeding on the part of Supplier, Supplier agrees that it will petition any relevant court for prompt action to accept or reject this Agreement.

ARTICLE VII
GENERAL

SECTION 7.1 SECURITY FOR PERFORMANCE. During the term of this Agreement, the Supplier shall maintain the surety bond with the BPU as required under Applicable Law as security for performance under the Agreement. In the event the County determines that such security has been materially impaired during the term of this Agreement, the County may require that additional security be provided by the Supplier.

SECTION 7.2 WINDING UP ARRANGEMENTS. Upon the expiration of this Agreement, any monies due and owing Supplier shall be paid under the terms hereof, and any corrections or adjustment to payments previously made shall be determined and any refunds due the County, or additional payments due Supplier, shall be timely made within 60 days of receipt of notice of such obligation. The Supplier shall fully cooperate with the County in connection with the transition to a new Full Requirements Service supplier following the termination or expiration of this Agreement. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

SECTION 7.3 ASSIGNMENT. Neither party shall assign this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld. Any sale of substantially all of the assets of Supplier or the merger, consolidation or sale of Supplier or other similar transaction shall be deemed to be an assignment for purposes of this Agreement.

SECTION 7.4 TAXES. The Contract Price includes all taxes and Supplier shall cause all such taxes to be paid. Supplier shall indemnify and hold harmless each of the County's Indemnified Persons from any and all Losses relating to such taxes. The County will provide a tax exemption certificate for any tax to which it is exempt.

SECTION 7.5 NON-DISCRIMINATORY PROVISION OF SERVICE. The Supplier shall supply 100% Full Requirements Service to the County Facilities on a non-discriminatory basis. The Supplier agrees to comply with the Affirmative Action and Americans with Disabilities Act provisions set forth within the ITB.

SECTION 7.6 COMPLIANCE WITH LAWS. The Supplier shall promptly and fully comply with all applicable statutes, ordinances, judgments, decrees, orders, rules and regulations of any legislature, court, agency or other governmental body having jurisdiction over the Supplier's activities, including, but not limited to, all billing, collection, environmental disclosure, and termination regulations of the BPU applicable to the services being provided by the Supplier hereunder.

Whenever performance of an obligation of the Supplier requires the consent or approval of any governmental agency or body, the Supplier shall promptly obtain such consent or approval.

SECTION 7.7NOTICE. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing; and

if to Supplier to: UGI Energy Services, LLC
835 Knitting Mills Way
Wyomissing, PA 19610

if to the County to: County of Camden
Office of County Counsel Courthouse
520 Market Street
6th Floor
Camden, NJ 08102

Notices hereunder shall be deemed properly served: (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by Federal Express or other reputable express mail service, on the day of confirmed delivery to the intended recipient at its address set forth in this Agreement.

SECTION 7.9 CHANGES IN CONTACT PERSONS. With proper notice, any party may change its address and contact person for this purpose. In the event that the name or telephone number of any contact for the Supplier changes, Supplier shall give prompt notice to the County. In the event that the name or telephone number of any contact person for the County changes, prompt notice shall be given to the Supplier.

SECTION 7.10 EXPENSES. Each party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' and consultants' fees and expenses.

SECTION 7.11 NO JOINT VENTURE. Nothing herein contained shall be deemed to constitute any party a partner, agent or legal representative of the other party, or to create a joint venture, agency or any relationship between the parties.

SECTION 7.12 WAIVER. No waiver by any party hereto of any one or more defaults by any other party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any party hereto to complain of any action or non-action on the part of any other party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the party so failing. A waiver of any of the provision s of this Agreement shall only be effective if made in writing and signed by the party who is making such a waiver.

SECTION 7.13 FORCE MAJEURE. The Supplier shall be responsible for the delivery of natural gas supply service 100% Full Requirements – Non-Recallable to the Local Distribution Company Delivery Points specified under the terms of this Agreement unless a condition of Force Majeure is in effect. As used herein, "Force Majeure" means any event beyond the control of, and without the fault or negligence of, the party claiming Force Majeure which materially and adversely affects the ability of the party claiming the Force Majeure to perform. It shall include without limitation, sabotage, acts of God, war, riot, civil disturbance, earthquake, hurricane, flood, explosion, fire, lightning, landslide, and acts of the government in either its sovereign or contractual capacity. Notwithstanding any other provision of this Agreement, the Supplier shall, upon becoming aware of a Force Majeure condition, notify the County of any such Force Majeure condition promptly by telephone, but in no event more than twenty-four (24) hours later, and confirm such notice in writing within one week thereafter, setting forth the full particulars in connection therewith, to the extent available. Supplier shall use its best efforts to remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the County and the affected Participating Entity of the cessation of such condition, at which time the parties will resume their obligations under this Agreement as if the event had not occurred.

Force Majeure shall specifically include: (i) any delay on the part of the Local Distribution Company in transferring an account from the Local Distribution Company to the Supplier, and (ii) a failure on the part of the Local Distribution Company to provide Distribution services, or billing services if required, unless such delay or failure is due to the fault of the Supplier.

It is specifically understood that in no event shall the following acts or conditions constitute a Force Majeure condition: (i) the economic hardship of either party, interest or inflation rates, or currency fluctuation; (ii) any event making delivering of Firm Full Service – Non Recallable Requirements Service difficult, uneconomic or impracticable, or the event of higher actual costs to the Supplier than its anticipated costs or its Contract Price; (iii) the failure of the Supplier to secure licenses or similar authorizations necessary to perform its obligations hereunder due to causes within reasonable control; (iv) strikes, work stoppages, or other labor disputes or disturbances by the Supplier's employees; (v) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed by the Supplier or otherwise increasing the cost or burden to the Supplier of performing its obligations hereunder; (vi) any increase for any reason in premiums charged by the Supplier's insurers or the insurance markets generally for the required insurance hereunder; and (vii) any increase for any reason in the cost to the Supplier associated with maintaining surety of performance required hereunder.

If by reason of Force Majeure the County is unable to carry out, either in whole or in part, its obligations herein contained, the County shall not be deemed to be in default during the continuation of such inability, provided that: (i) the County, promptly, but in no event more than twenty-four (24) hours after becoming aware of such Force Majeure condition , gives the Supplier written notice describing the particulars of the condition; (ii) the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the County which arose prior to the occurrence causing the

suspension of performance be excused as a result of the occurrence; (iv) the County shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations; and (v) the County uses its best efforts to mitigate the consequences of such Force Majeure.

SECTION 7. 14 SEVERABILITY. If the provision of Full Requirements Service to any account within the Participating Entity's Facilities shall be declared or rendered unlawful by a court or regulatory agency of competent jurisdiction, the remaining accounts for the Participating Entity's Facilities shall continue to receive Full Requirements Service from the Supplier at the applicable Contract Price for such accounts and under the terms of this Agreement.

SECTION 7.15 SOLICITATION. Supplier will not offer or solicit any Participating Entity to service any account separately from this Agreement.

SECTION 7.16 CHANGE IN LAW. A change in law or regulation implemented after the date hereof that has a material impact on the cost to the Supplier for providing Natural Gas Supply Service to retail customers, including to the County Facilities, in the applicable LDC service territory in which County Facilities accounts are located. For this purpose, a material impact shall be an increase in cost of no less than $0.0005/Therm. In such instance the Supplier may request adjustment of the contract price by a percentage amount up to the percentage change in the Supplier's direct total cost to provide Natural Gas Supply Service to the County Facilities directly caused by the change in law. A change in law or regulation known to the Supplier at the time of the proposal submission date is not eligible for such adjustment.

SECTION 7.21. COUNTERPARTS. This Agreement may be executed in any number of separate counterparts by the parties, including facsimile counterparts or counterparts signed by electronic signature, which when are executed and delivered shall be an original, but all of which shall constitute but one and the same Agreement.

SECTION 7.22. DOCUMENTS INCORPORATED. The following documents are incorporated into this Agreement, and the terms, conditions, covenants, and representations contained therein are binding terms of this Agreement:

a. The ITB, including Notice to Bidders, General Instructions, Technical Specifications, Appendices and Required Bid Documentation, and any Addenda thereto; and
b. Any and all submissions by Supplier, including the required bid documentation; and
c. This Agreement and any Exhibits hereto

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

UGI Energy Services, LLC

By: _____
(Signed)

Printed Name: Joseph Hartz

Title: President

COUNTY OF CAMDEN

By: _____
(Signed)

Printed name: Ross A Angilella

Title: County Administrator

ATTEST: _____

APPENDIX A
PRODUCT DEFINITION AND PRICING FORM

The SJPC is seeking natural gas pricing for both a Fixed Basis Up-Charge Price and a Fixed All-Inclusive Price for seven (7) Bid Groups. Natural gas supply service to commence with the first meter read on or after March 1, 2026, for Bid Group 2A, 3A, and 5A for a thirty-two (32) month term, and for Bid Groups 1, 2, 3, and 5 commence with the first meter read on or after December 1, 2026, for a twenty-four (24) month term. All Bid Group accounts will terminate with the first meter read after November 30, 2028.

Bid Prices must be held firm until 3:00 PM Eastern Prevailing Time on Friday, November 14, 2025.

SJPC A49-25 Natural Gas Supply Service Bid Groups 2A, 3A & 5A to commence March 1, 2026 and Bid Groups 1, 2, 3 & 5 to commence December 1, 2026						
Bid Group	Account Category	Service Period (#months)	Start Month	Service End	(1) Fixed Basis Upcharge Price	(2) Fixed All-Inclusive Price
2A	SJG-GSG	32	March 1, 2026	November 30, 2028	$ 2.13/dth	$ N/A
3A	SJG GSG-LV	32	March 1, 2026	November 30, 2028	$1.68/dth	$ N/A
5A	SJG EGS	32	March 1, 2026	November 30, 2028	$0.23/dth	$ N/A
1	PSEG - GSG/LVG	24	December 1, 2026	November 30, 2028	$ N/A	$ N/A
2	SJG - GSG	24	December 1, 2026	November 30, 2028	$2.40/dth	$ N/A
3	SJG GSG-LV	24	December 1, 2026	November 30, 2028	$1.90/dth	$ N/A
5	SJG EGS	24	December 1, 2026	November 30, 2028	$0.40/dth	$ N/A

The accounts in Bid Groups 1, 2, 3 & 5 are currently under contract with another supplier and cannot be enrolled earlier than the December 1, 2026, start date.

The SJPC is seeking natural gas supply pricing for the following two (alternative) pricing structures:

(1) Fixed Basis Up-Charge Pricing (Commodity not included)

The bidder shall provide a Fixed Basis Up-Charge Price for 100% Firm Full Requirements – Non-Recallable Service for the full term of the agreement. The bidder's Fixed Basis Up-Charge Price shall be a single, unit cost per dekatherm, and shall include all non-commodity NYMEX costs of the bidder, including transportation from the wellhead and delivery to the burner-tip at the respective utility's meter, LDC and pipeline line losses, bidder's margin, consultant fee, New Jersey Sales and Use Tax (currently 6.62% of the sale price) and any other applicable costs (nominating, balancing etc.) to transmit natural gas to the Participants. The "Fixed Basis Up-charge Price" shall remain firm and fixed for the duration of the Agreement.

The Contract Price shall include the "Fixed Basis Up-Charge Price" plus the Nymex monthly settle price "Commodity Price" which will be based upon the final natural gas settlement price for each month at the New York Mercantile Exchange (NYMEX), plus New Jersey Sales Tax.

If the parties do not agree on a "locked" Commodity Price by 12:00 PM noon on the expiration date for the applicable month, the "Commodity Price" for that month will default to the monthly settlement price on the expiration date of the month's NYMEX natural gas futures contract as published by Gas Daily and/or the Wall Street Journal.

Upon mutual consent of the Parties, the County reserves the right to lock the "Commodity Price" to a fixed price at any time during the Term of the Agreement for either some or all of the remaining contract months, provided the following stipulations are met:

a) The "Commodity Price" can be locked for any time period within the Term of the Agreement prior to 12:00 pm noon on the expiration date of the applicable month's New York Mercantile Exchange ("NYMEX") futures contract. The "locked" commodity price will remain in effect for the time period mutually agreed upon by the Parties.

b) The "locked" Contract Price shall consist of the "Fixed Basis Up-Charge Price" as set forth in the Successful Bidder's Proposal and the "Locked" commodity price. The "locked" commodity price shall consist of the NYMEX Commodity Future Price on the date the price is fixed for each remaining month of the Term of the Agreement (or for a period of months to be mutually defined by the Parties up to the remaining duration of the Term of the Agreement) plus New Jersey Sales and Use Tax.

(2) Fixed, All-Inclusive Pricing (Commodity included)

The bidder shall provide a Firm Fixed Price, 100% Full-requirements – non-Recallable for the full term of the agreement. The bidder's Fixed, All Inclusive Pricing shall be a single, unit cost per dekatherm, and shall include all natural gas supply service costs of the bidder, including transportation from the wellhead and delivery to the burnertip at the respective utility's meter, LDC and pipeline line losses, bidder's margin, consultant fee, the cost of natural gas commodity, New Jersey Sales and Use Tax (currently 6.625% of the sale price) and any other applicable costs (nominating and balancing etc.) to transmit natural gas to the Participants. The Fixed, All- Inclusive Pricing shall remain firm and fixed for the duration of the Agreement.

- To be considered responsive, Bidders must offer bid pricing for all accounts in the respective Bid Group.
- The Contract Price and term will be set forth in Article IV of the Agreement.
- All pricing must be for 100% Firm Fixed, Full Requirements - Non-Recallable Service.
- Pricing herein shall not include any local delivery service or related LDC (utility) charges.
- **Billing for each SJPC Member County and Participating Member Entity natural gas accounts shall be based upon the applicable Local Distribution Company's meter readings by location for each Participating Member account and not Daily Contract Quantity (DCQ) or Average Daily Delivery Quantity (ADDQ).**

Signature Page Follows

APPENDIX A

SUPPLIER COMPANY NAME: **UGI Energy Services, LLC**

BUSINESS ADDRESS: **835 Knitting Mills Way, Wyomissing, PA 19610**

CONTACT NAME: **Judi Subers, Regional Sales Manager**

CONTACT PHONE/ FAX: **(P) 609-204-3954 / (F) 484-991-8474**

CONTACT EMAIL: jsubers@ugies.com

AUTHORIZED SIGNATURE: _____

PRINT NAME: Joseph Hartz

DATE: 11/6/25

APPENDIX C

ACCOUNT INFORMATION AND LIST OF SJPC PARTICIPATING ENTITIES

Natural gas supply service is to be provided to each SJPC Participating Member and each natural gas account as listed in the attached excel file. Natural Gas Supply Service to begin on the first meter read on or after **March 1, 2026, for Bid Groups 2A, 3A, and 5A** and begin on the first meter read on or after **December 1, 2026, for Bid Groups 1, 2, 3 & 5**. All Bid Group accounts will **terminate with the first meter read after November 30, 2028**. This Appendix C shall become a part of Section 3.1 of the Natural Gas Supply Service Agreement (Appendix B) to be entered into between the County and the winning bidder.

ACCOUNT INFORMATION

The following information is provided with this ITB under separate cover to bidders for use at their own risk and discretion.

- One file (excel format) that includes Participating Entity, billing address, service address, account numbers, rate class, and monthly natural gas consumption for each account for a recent twelve (12) month period.

- Bidders are encouraged to secure and/or confirm any required data on their own. Any costs associated with the Bidder's collection of data will be the sole responsibility of the Bidder.

To receive an email with these attachments and or a customer usage authorization form, please send a request via email to the following address:

Email Address:	kcoulter@concord-engineering.com
Email Subject:	2025 SJPC Natural Gas ITB# A49-25: data request

Please include contact information in the email request. Bidders will be required to send a confirmation email upon receipt of electronic files.

APPENDIXB

MASTER NATURAL GAS SUPPLY SERVICE AGREEMENT

between

THE COUNTY OF CAMDEN, NEW JERSEY

on behalf of the Participating Members of the South Jersey Power Cooperative

and

Great American Gas and Electric, LLC

Dated

November 14, 2025

This NATURAL GAS SUPPLY SERVICE AGREEMENT (the "Agreement") is entered into this **14th day of November 2025**, by and between the COUNTY OF CAMDEN, NEW JERSEY, a body politic, with offices at 520 Market Street, Camden, New Jersey 08102 (the "County") and **Great American Gas and Electric, LLC**, a Limited Liability Corporation organized and existing under the laws of the State of **New York**, (the "Supplier").

RECITALS

WHEREAS, the County's Board of Commissioners has authorized this contract by resolution as the result of competitive public bidding pursuant to Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq.; and

WHEREAS, the bid specifications included those estimated quantities of natural gas supply service ("Full Requirements Service") needed by the County; and

WHEREAS, certain federal and New Jersey Statutes and administrative Rules and Regulations govern the natural gas utility industry in New Jersey (generally, the "Applicable Legal Authorities"); and

WHEREAS, certain of the Applicable Legal Authorities provide for the restructuring of the natural gas industry in the State of New Jersey (the "State") from that of a regulated public utility service to allow access to the natural gas public utility's local distribution system by entities that have successfully completed the licensing process set forth in the Applicable Legal Authorities; and

WHEREAS, the Supplier is licensed to provide Full Requirements Service to customers in the State, and has been issued Board License Number **GSL-0213**; and

WHEREAS, the Applicable Legal Authorities provide that with implementation of such access to the Local Distribution Company's local distribution system, the Local Distribution Company will continue to serve as the exclusive natural gas distribution provider within its Service Territory; and

WHEREAS, in accordance with the Applicable Legal Authorities, customers may purchase Full Requirements Service from licensed suppliers.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

"Act" means the Electric Discount and Energy Competition Act, P.L. 1999, Chapter 23, approved February 9, 1999, Assembly, No. 16, as amended.

"ADDQ" means Average Daily Delivery Quantity

"Agreement" means this Natural Gas Supply Service Agreement between the County of Camden, New Jersey and the Supplier for provision of Natural Gas Supply Service.

"All-Inclusive, 100% Full Requirements Firm Fixed – Non Recallable Service" also referred to as "Firm Fixed Price", means natural gas supply service that includes all direct and indirect costs including, but not limited to: supply, storage, transportation from well head to city-gate, LDC and pipeline line loss, balancing, balances or imbalances, overhead fee or profit, clerical support, taxes, travel expenses, safety equipment, materials, supplies, labor, supervision, managerial support and all documents, forms, reports and reproductions thereof. The All Inclusive 100% Full-Requirements Firm Fixed – Non-Recallable Price includes all Supplier incurred costs to perform the work of this contract whether stated directly or implied within the ITB. This price is not subject to change during the term of the Agreement.

"Applicable Taxes" means any federal, state or local tax applied to the sale of natural gas supply, including, but not limited to New Jersey State Sales and Use Tax. Any change in the Sales and Use Tax which is adopted by the State Legislature and applied to the sale of natural gas supply during the contract period will be permitted under the contract and will be passed through as an adjustment to the Contract Price at the time of the new tax effective date. New Jersey currently has a 6.625% sales tax, which rate shall be included in the Contract Price.

"Basic Gas Supply Service - BGSS" which is defined by the NJ BPU as gas supply service provided by a LDC as opposed to third party supplied gas.

"Basis" means the financial cost to move natural gas from the Henry Hub to the final delivery point on the pipeline. Basis is defined as the price difference between the cost of a futures contract at Henry Hub and the cash price at the delivery point.

"Balancing" means generally the requirement to match the amount of natural gas and transportation nominated for a given period to that actually consumed. Specific definitions for each LDC are included in the LDC tariff and/or Third-Party Supplier Tariff, and shall be incorporated by reference herein.

"BPU" means the New Jersey Board of Public Utilities, or any successor state agency.

"BTU (British Thermal Unit)" means a unit of heating value equal to the amount of heat required to raise the temperature of one pound of water (at 60 degrees Fahrenheit) by one degree Fahrenheit.

"City Gate (also City Gate Station)" means the point at which a local distribution gas company (LDC) receives natural gas from a pipeline company.

"Commencement Date" means the first meter read on or after **December 1, 2026, for Bid Group 1,** the date on which the Supplier is first permitted to provide Natural Gas Supply Service to the County Facilities.

"Commodity Price" means the charge per therm for natural gas commodity.

"Comprehensive Transportation Service – CTS" means that all Participating Entities eligible for service under this Rate Schedule CTS, a customer must hold clear and marketable title to gas that is made available for delivery to customer's facility on the Company's system. This rate tariff does not allow for standby service with the utility for BGSS natural gas supply service.

"Contract Date" means the date this Agreement has been executed and delivered by the County and the Supplier.

"Contract Price" has the meaning set forth in Article IV.

"County Facilities" means all facilities and accounts listed in Appendix C for which the Supplier is to provide 100% Full Requirements Firm – Non-Recallable Service pursuant to the Agreement. Appendix C contains a listing of each Member County and each Participating Entity, along with a list of account number s and each account's historical usage, rate tariff and applicable firm contract quantity.

"County's Indemnified Persons" means the County and its directors, officers, representatives, employees, principals, agents, consultants, successors and assigns.

"DCQ" means Daily Contract Quantity.

"Delivery Point" means the point on the natural gas pipeline system identified by the Local Distribution Company where natural gas is delivered by the Supplier.

"DTH" means dekatherm, One dekatherm = 10 therms = 1 MMBTU.

"Distribution" means all delivery services by the Local Distribution Company for the provision of Gas Supply Service to the natural gas customer as regulated by governing law.

"FERC" means Federal Energy Regulatory Commission.

"Firm" means that the Supplier may only suspend performance hereunder to the extent that such performance is prevented for reasons of Force Majeure.

"Fixed Basis Up-Charge Price" means a single unit cost per therm that includes all non-commodity costs of the Supplier, including transportation from the wellhead and delivery to the LDC Delivery Point, LDC and pipeline line losses, Supplier's margin, consultant fee and New Jersey Sales and Use Tax (currently 6.625% of the sale price) and any other applicable costs such as nominating and balancing etc. The "Fixed Basis Up-charge Price" shall remain firm and fixed for the duration of the Agreement.

"Force Majeure" shall have the meaning ascribed to it in Section 7.14.

"Full Requirements Service" means Natural Gas Supply Service provided by Supplier to the County Facilities on a Firm basis and at all times, without interruption, except as may be required in case of a Force Majeure event. Full Requirements Service is a substitute for Basic Gas Supply Service. Full Requirements Service does not include Distribution.

"Gas Supply Service" means the provision to customers of the retail commodity of Natural Gas but does not include any regulated distribution service.

"Gas Supplier" means a person that is duly licensed pursuant to the provisions of the Act to offer and assume the contractual and legal obligation to provide Gas Supply Service to retail customers and includes, but is not limited to, marketers and brokers. A non-public utility affiliate of a public utility holding company may be a Gas Supplier, but a gas public utility or any subsidiary of a gas utility is not a Gas Supplier. In the event that a gas public utility is not part of a holding company legal structure, a related competitive business segment of that gas public utility may be a Gas Supplier, provided that related competitive business segment is structurally separated from the gas public utility, and provided that the interactions between the gas public utility and the related competitive business segment are subject to the affiliate relations standards adopted by the BPU pursuant to subsection k. of section 10 of the Act.

"Henry Hub" means a natural gas pipeline located in Erath, Louisiana that serves as the official delivery location for futures contracts on the NYMEX.

"ITB" means the Invitation to Bid for Natural Gas Supply Service **#A49-25** issued on **October 22, 2025**, by the County of Camden, New Jersey, as amended.

"Line Loss" means a percentage of allowable gas volume loss permitted within LDC tariff between city gate and the account meter.

"Local Distribution Company" means a local natural gas public utility or any successor company or entity that distributes Natural Gas to customers within a service area.

"Loss" means any and all loss, liability, forfeiture, obligation, delay, fine, penalty, judgment, cost, expense, debt, demand, and damage of every kind whatsoever (including, without limitation, reasonable attorneys' fees, consultant fees, expert witness fees and court costs); provided, however, that "Loss" shall not include incidental or consequential damages, except for those related to billing errors.

"Material Usage Deviation" means any deviation in the Actual Quantity at the Service Location(s) from the Contract Quantity (or, as applicable, estimated Contract Quantities), which is not caused by weather, on-site net metered renewable project or installation of energy efficiency measures.

"MCF" means 1,000 cubic feet of natural gas.

"Metered Usage" means for billing purposes, a customer's actual gas use in cubic feet will be converted to therms.

"MMBTU" means a thermal unit of energy equal to 1,000,000 BTU's that is the equivalent of 1,000 cubic feet of gas having a heating content of 1,000 BTU's per cubic foot, as provided by contract measurement terms. This also equals approximately 10 therms or 1 dekatherm.

"Nominated" means the physical quantity of gas requested, typically in MMBTU/day, for a specific contract or for all contracts at a specific point.

"Nomination" means a request for a physical quantity of gas under a specific purchase, sales or transportation agreement or for all contracts at a specific point. A nomination will continue for a specified number of days or until superseded by another service request for the same contract.

"Non-Recallable Gas" means natural gas supply that is not subject to re-call by the LDC.

"NYMEX – New York Mercantile Exchange" - As used in this ITB and Agreement, all NYMEX pricing referred to will be the Natural Gas Henry Hub Future pricing published on the website at www.cmegroup.com or in the Wall Street Journal for the Henry Hub.

"Natural Gas" means any mixture of market quality hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

"Rate" means the BPU approved charges for services provided by the LDC, as set forth in the LDC tariff.

"Replacement Gas" means all Gas Supply Service provided by a third party through the Local Distribution Company should Supplier not provide Full Requirements Service to the County Facilities pursuant to this Agreement for any reason whatsoever, other than Force Majeure, including, but not limited to, Supplier's default under this Agreement or the bankruptcy or insolvency of Supplier.

"Service Territory" means the geographic areas of the State of New Jersey in which the Local Distribution Company has an exclusive franchise to serve natural gas customers.

"Settlement Price" means the New York Mercantile Exchange Natural Gas Henry Hub Settlement Price on the applicable Pricing Date for each month of the applicable portion of the Term (as determined by the County on the Pricing Date).

"Supplier" means **Great American Gas and Electric, LLC** (the entity executing this Agreement with the County).

"Term" has the meaning set forth in Article VI.

"Termination Date" means the first meter read date after **November 30, 2028**, or the date upon which this Agreement is terminated pursuant to Article VI hereof, whichever is earlier.

"Therm" means a unit of heating value approximately equivalent to 100,000 BTU's.

"Third Party Supplier Agreement" means the agreement between Supplier and a Local Distribution Company that sets forth the terms and condition s under which Supplier will be permitted to deliver Gas Supply Service to the Local Distribution Company for ultimate

distribution to the County Facilities.

"Transmission" means all necessary services for the delivery of Gas Supply Service by Supplier to the Local Distribution Company.

"Weighted Average Commodity Price" means the Commodity Price over a specified term, calculated by (1) adding the products of, (a) the published monthly NYMEX natural gas prices for a specified period on a given date, multiplied by (b) the historical usage within the County Facilities for each of such months for the applicable period (as set forth in Appendix C), and (2) dividing such sum by the combined total historical usage for all such months over the specified period. The Weighted Average Commodity Price shall be expressed as dollar per Dth.

"Weighted Average Cost of Gas (WACOG)" means a price paid for a volume of gas and associated transportation based on prices of individual volumes of natural gas that make up the total quantity supplied.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(a) References Hereto. The terms "hereby", "hereof', "herein", "hereunder" and any similar terms refer to this Agreement, and the term "hereafter" means after the Contract Date.

(b) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(c) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(d) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof. Supplier acknowledges that any term or condition set forth in the Invitation to Bid issued by the County, or the Bid received from Supplier in response thereto, that differs from, conflicts with, varies or contradicts the terms of this Agreement is null and void, and of no force and effect. This Agreement may only be amended or modified by formal resolution of the Camden County Board of Commissioners and acknowledged thereafter by a written instrument signed by all parties hereto.

(f) References to Days. All references to days herein are to calendar days, including Saturdays, Sundays and holiday s, except as otherwise specifically provided.

(g) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(h) Applicable Law. This Agreement shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law.

(i) Severability. If any clause, sentence, paragraph or part of this Agreement should be declared or rendered w1lawful by a court or regulatory agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

(j) Defined Terms. The definitions set forth in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals hereto.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE COUNTY.

The County hereby represents and warrants that:

1. Existence and Powers. The County is a body politic and corporate of the State of New Jersey validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

2. Due Authorization and Binding Obligation. The County has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

3. No Conflict. Neither the execution nor the delivery by the County of this Agreement nor the performance by the County of its obligations hereunder nor the consummation by the County of the transactions contemplated hereby (I) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the County or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the County is a party or by which the County or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

4. No Litigation. There is no action, suit or other proceeding as of the Contract Date, at law or in equity, before or by any court or governmental authority, pending or, to the County's best knowledge, threatened against the County which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the County in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the County of its obligations hereunder or under any such other agreement or instrument.

5. No Legal Prohibition. The County has no knowledge of any applicable law in effect on the date as of which this representation is being made, exclusive of permitting requirements which would prohibit the performance by the County of this Agreement and the transactions contemplated hereby.

6. SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE SUPPLIER.

The Supplier hereby represents and warrants that:

1. The Supplier shall and will provide and furnish all the materials required for supplying and delivering Natural Gas to various South Jersey Power Cooperative Locations (South Jersey Gas and PSE&G Area Accounts) all furnished in accordance with specifications **ITB #A49-25, dated October 22, 2025**, said specifications being hereby incorporated into and made a part of this Contract by reference and hereinafter being referred to together as Specifications and in further accordance of the Bid Proposal of Supplier dated **November 14, 2025**. Said Bid Proposal is to be

incorporated herein by reference and made a part of this Contract as if fully set forth herein.

2. Existence and Powers. The Supplier is duly organized and validly existing as a corporation under the laws of the State of **New York**, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

3. Due Authorization and Binding Obligation. The Supplier has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Supplier and constitutes the legal, valid and binding obligation of the Supplier, enforceable against the Supplier in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

4. No Conflict. Neither the execution nor the delivery by the Supplier of this Agreement nor the performance by the Supplier of its obligations hereunder (1) conflicts with violates or results in a breach of any law or governmental regulation applicable to the Supplier, (2) conflicts with, violates or results in a breach of any term or condition of any judgment , decree, agreement (including, without limitation, the certificate of incorporation of the Supplier) or instrument to which the Supplier is a party or by which the Supplier or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument, or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of the Supplier.

5. No Litigation. Except as expressly disclosed to the County in writing, there is no action, suit or other proceeding as of the Contract Date, at law or in equity, before or by any court or governmental authority, pending or, to the Supplier's best knowledge, threatened against the Supplier which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Supplier in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Supplier of its obligations hereunder or by the Supplier under any such other agreement or instrument.

6. No Legal Prohibition. The Supplier has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by the Supplier of this Agreement and the transactions contemplated hereby.

7. Patents and Licenses. The Supplier and its affiliates own or possess all patents, rights to patents, trademarks, copyrights and licenses necessary for the performance by the Supplier of this Agreement and the transactions contemplated hereby, without any known material conflict with the rights of others.

8. Information Supplied by the Supplier. The information supplied by the Supplier in all submittals made in response to the ITB and all post-bid submittals is correct and complete in all material respects as of the date or dates submitted, except to the extent the County has received written notice of any non-material changes prior to execution of this Agreement.

ARTICLE III
SUPPLIER SERVICES

SECTION 3.1 FULL REQUIREMENTS SERVICE. The Supplier agrees to provide 100% Full Requirements Firm Fixed – Non-Recallable Service on the Commencement Date to the Lead Agency County and Participating Entities' accounts as presented in Appendix C to this agreement and attached herein. Upon the Commencement Date of this Agreement, the County agrees to cease Basic Gas Supply Service and to purchase Full Requirements Service exclusively from Supplier for the County Facilities in accordance with the terms of this Agreement. The Supplier acknowledges that this is not a "take-or-pay" contract and that the quantity of Full Requirements Service actually used by the County Facilities and Participating Entities may vary from the historical usage identified in the ITB.

SECTION 3.2 DELIVERY POINTS. The Delivery Points for Natural Gas shall be the Local Distribution Company's system serving the County Facilities and Participating Entities.

SECTION 3.3 ARRANGING FULL REQUIREMENTS SERVICE. The Supplier shall participate in or make appropriate arrangements with any relevant regional transmission group, wholesale settlements process, or other entity or process at the state or regional level designed to arrange for an uninterrupted flow of reliable, safe Full Requirements Service to the County Facilities and Participating Entities, and to ensure a source of Replacement Gas in the event that Supplier's own facilities are unable to deliver the Full Requirements Service required under this Agreement during the term hereof.

The Supplier further agrees to use its best efforts to assist the Local Distribution Company in transferring all of the accounts of the County Facilities and Participating Entities from the Local Distribution Company to those of the Supplier for purposes of providing Full Requirements Service beginning on the Commencement Date and ending on the Termination Date.

SECTION 3.4 APPLICABLE NATURAL GAS ACCOUNTS. This agreement is applicable to the Participating Entities accounts per Appendix C located in Public Service Gas and Electric (PSE&G), and South Jersey Gas (SJG) service territory.

SECTION 3.5 NOMINATING AND BALANCING. Nominating and Balancing shall be the responsibility of the Supplier. The Supplier shall be familiar with the Local Distribution Company and the practices concerning imbalances, distribution line losses, and the billing periods of the Local Distribution Company. **Any Loss associated with nomination and balancing shall be borne by the Supplier.** The Supplier shall indemnify and hold harmless each of the County's and its Participating Entities Indemnified Persons from and against any and all Loss relating to or in connection with nominating and balancing.

SECTION 3.6 ARRANGING FOR NATURAL GAS SUPPLY SERVICE. The Supplier warrants that it holds title to the gas, or has the right to sell the gas, at the Delivery Point and that the gas is free from liens and adverse claims of any kind. The Supplier shall indemnify each of the County Facilities against any liens and claims arising with respect to the title to, or its right to sell, such gas to the member to ensure an uninterrupted flow of reliable, safe natural gas supply service to the County Facilities.

The Supplier further agrees to ensure that the County Facilities will be transferred from the Local Distribution Company to the Supplier for purposes of providing natural gas supply service beginning on the Commencement Date.

SECTION 3.7 PARTICIPATING ENTITIES. A list of Participating Entities is included herein by reference at Appendix C.

ARTICLE IV CONTRACT PRICE

SECTION 4.1 CONTRACT PRICE. The price to be paid by the County Facilities for the provision of 100% Full Requirements, Non-Recallable natural gas supply service during the term of this Agreement, for each Bid Group specified, shall be the applicable Contract Price set forth. Pricing is inclusive of New Jersey Sales and Use Tax (currently 6.625%) and does not include any LDC distribution, transmission or delivery charges. **Metered usage billing is required for all Participating Entity facilities.**

1. Fixed Basis Up-Charge Price (Commodity not Included)
   a. Bid Group 1 $ 2.3652 / DTH

The Contract Price(s) shall be in effect from the Commencement Date—defined as the first meter read on or after **December 1, 2026, for Bid Group 1**—through the Termination Date, defined as the first meter read occurring after **November 30, 2028.**

The Contract Price will include the "Fixed Basis Up-Charge Price" as defined above plus the "Commodity Price" plus New Jersey Sales and Use Tax. The Commodity Price will default to the monthly settlement price on the expiration date of the month's NYMEX Natural Gas Henry Hub future contract as published by Gas Daily and/or the Wall Street Journal.

The County reserves the right to convert the Commodity Price into a fixed Weighted Average Commodity Price per therm at any time during the term of the Agreement, for either some or all of the remaining contract months.

SECTION 4.2 TAXES. Supplier's Contract Price shall include all taxes and Supplier shall cause all such taxes to be paid. Supplier shall indemnify and hold harmless the County and each Participating Entity's Indemnified Persons from any and all losses arising from Supplier's non-payment of such taxes. Each Participating Entity will provide a tax exemption certificate for any tax from which it is exempt.

SECTION 4.3 METERING, BILLING AND PAYMENT. (A) Billing. Metering and billing for Distribution services provided to the Facilities shall be provided by the Local Distribution Company to the Participants in accordance with the terms of the Third-Party Supplier Agreement. The Supplier, shall submit its monthly bills to the Participant(s) at their option for the provision of Full Requirements Services pursuant to this Agreement either through (i) a single bill from the Local Distribution Company for Full Requirements Service and Distribution service (i.e. consolidated billing), or (ii) dual billing where Distribution services to the Facilities provided by an applicable Local Distribution Company shall be billed by the Local Distribution Company and the Full Requirements Services shall be billed separately by the Supplier. If no affirmation election is made by the Participant, the default shall be enrollment for consolidated billing. In the event the Participant elects or defaults to receive a single bill as described in item (i) above, the Supplier covenants to provide the Local Distribution Company with all information needed by the Local Distribution Company so as to be able to provide timely and accurate bills to the Participant(s). **Billing for each Participating Entity shall be based upon the applicable Local Distribution Company's meter readings by location for each Participating Entity's account and not Daily Contract Quantity (DCQ) or (ADDQ).**

In the event the Participant(s) elect dual billing, the Supplier shall submit an invoice directly to the Participant(s) for the natural gas metered usage for each Account at the Participant's billing address listed in Appendix C for each Billing Cycle, unless the Participant

request receipt of an aggregated bill for all accounts sent to a single billing address as provided for in Section IV. (4) of the RFB, in which case Supplier shall conform to said request. Billing by the Supplier shall conform to the Billing Cycle of the applicable Local Distribution Company for the Account. Distribution services to the Delivery Points provided by an applicable Local Distribution Company shall be billed separately by the Local Distribution Company. The Supplier acknowledges that the Participant(s) are governmental entities who must comply with certain legal requirements before payment can be made. To ensure timely payment of invoices, Supplier shall confer with the Participants regarding applicable payment procedures before the first invoice is sent. All invoices submitted must be in strict accordance with the Contract Price and shall conform to the applicable requirements for payment of invoices by each Participant.

Supplier will adjust Participants' Account following confirmation of the actual volumes delivered and will also adjust the Participants' Account for amounts resulting from any discrepancy or adjustment advised, specified or required by a utility, or as a result of an adjustment to, or recalculation of, taxes. No retroactive adjustments will be made beyond a period of twelve (12) months from the date of a billing discrepancy; provided, however, that as long as notice of any discrepancy is given by either party to the other party during such twelve (12) month period, the parties acknowledge that the actual resolution of such discrepancy and the determination of any amounts owed may occur after the end of such twelve (12) month period.

The Supplier acknowledges and agrees that (i) The Client as Lead Agency for the Cooperative Participants shall not be responsible for payment for Full Requirements Service provided to the Participants and shall have no liability or obligation for payment of any bills, charges, fees or expenses related to Full Requirements Service provided to the Participants or the failure of such Participants to purchase Full Requirements Service from the Supplier, and (ii) the Client as Lead Agency shall only be responsible for payment for Full Requirements Service provided to its own facilities/accounts and shall have no liability or obligation for payment of any bills, charges, fees or expenses related to Full Requirements Service provided to any other Participant or the failure of any other Participant to purchase Full Requirements Service from the Supplier.

In the event that the Supplier should require historical data, charges for such additional data shall not be passed on by the Supplier to the Client or the Participants.

(A) PAYMENT OF INVOICES. The Participant must approve all invoices before payment can be made. The Participant agrees to pay each invoice containing Supplier's charges within a period of up to 60 days from the date the invoice is received (the "Payment Date"). Payment will be based on approved invoice(s) and in accordance with P.L. 2018, c.127.

Each Participant's obligation to pay the Supplier is contingent upon the availability of appropriated funds from which payment for contract purposes can be made in accordance with Section 7.15 (*Appropriations*) hereof.

(B) In the event the Supplier becomes aware (1) that any Participating Entity is the subject of a voluntary or involuntary petition in bankruptcy or (2) of any other information that would reasonably lead Supplier to conclude that any Participating Entity may not meet its financial obligations to Supplier, Supplier shall have the right to require the Participating Entity to make credit arrangements reasonably satisfactory to the Supplier. The Participating Entity may elect any of the following options to make such credit arrangements: (i) payment in advance for three months of service in an amount equal to the likely charge for three months' service; (ii) obtaining an irrevocable letter of credit for the benefit of the Supplier in a form

reasonably acceptable to Supplier in the amount equal to the likely charge for three months' service; or (iii) obtaining a guaranty in a form and substance reasonably satisfactory to Supplier from a financial institution or other third party that Supplier deems creditworthy. In the event that Participating Entity fails to make such credit arrangements reasonably satisfactory to the Supplier within 30 days of a written notice requiring such arrangements, Supplier may terminate this Agreement with the affected Participating Entity.

(C) MATERIAL CHANGE. In the event of a material change (otherwise referred to as a "Material Usage Deviation") of greater than 25% in the aggregate monthly dekatherm usage of all Participants accounts in a given Bid Group, for more than two (2) months ie: 3 months or more, in which case Supplier may request an adjustment to the Contract Price for that Bid Group to reflect the incremental net cost or incremental loss incurred by Supplier as a result of variance in such volumes outside of the 125%/75% bandwidth. Only incremental costs or losses for dekatherm usage, i.e. energy outside the 75%/125% bandwidth may be recoverable.

SECTION 4.4 REGULATORY CHANGES. Supplier may pass through any incremental costs associated with any change of law to the regulations which impact Seller's costs, with thirty (30) days' notice identifying the change, but shall not include any profit, markup or service fee.

ARTICLE V
NON-PERFORMANCE AND DISPUTE RESOLUTION

SECTION 5.1 REPLACEMENT GAS. If at any time and for any reason (unless under a condition of Force Majeure) the Participating Entity's Facilities are forced to accept Replacement Gas, the Supplier's shall be responsible for the difference, if positive, between the cost of Replacement Gas and the cost that the Participating Entity would have been charged for natural gas supply service under this Agreement and for such other Loss as the affected Participating Entity may incur due to Supplier's failure to provide 100% Full Requirements – Non Recallable Service.

SECTION 5.2 RISK OF LOSS. Risk of Loss of Natural Gas provided under this Agreement shall remain with the Supplier until it shall pass to the Participating Entity upon delivery of said Natural Gas to the Delivery Point specified for each Participating Entity facility.

SECTION 5.3 ALTERNATE DISPUTE RESOLUTION. If a dispute between the County and the Supplier arises during the course of this Agreement, the parties will attempt to resolve the dispute, in good faith, through non -binding mediation.

Either party may demand such mediation by written notice to the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and 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 business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present a list of at least five proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as the 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.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, in the lack of such an agreement, as may be determined by the mediator. Each party will bear its own costs of participation in the mediation, and they will divide the costs of the mediator equally.

If the dispute is not resolved after a reasonable period of time, not to exceed 30 days, from the date of receipt of the initial written demand for mediation, either party may terminate the mediation by written notice to the mediator and to the other party, whereupon either party may submit the dispute to the Superior Court of New Jersey, Camden County, for adjudication, which Court shall have exclusive original jurisdiction over the dispute.

ARTICLE VI
TERM AND TERMINATION

SECTION 6.1 TERM. This Agreement shall become effective on the Contract Date and shall continue in effect until the first meter read date on or after **November 30, 2028**, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination. The Term of service shall be from the first meter read date on or after December 1, 2026, through the first meter read date after **November 30, 2028.** All rights, obligations and liabilities of the parties hereto shall commence on the Commencement Date, subject to the terms and conditions hereof.

SECTION 6.2 TERMINATION. In addition to any other rights of termination set forth in this Agreement, this Agreement may be terminated prior to the Termination Date based on the following:

(a) by the County, if the Supplier fails to provide natural gas supply service in accordance with this Agreement; or
(b) by the County, at its sole option, immediately upon the filing of a voluntary bankruptcy petition by the Supplier, or the final adjudication of the Supplier as bankrupt after the filing of an involuntary petition; or
(c) by the County, immediately, in the event that Supplier's Third-Party Supplier Agreements with the applicable Natural Gas Distribution Companies are terminated.

Upon the effective Termination Date, all rights and privileges granted to the Supplier shall cease. Notwithstanding the foregoing, Supplier shall be liable for, inter alia, any Loss the County incurs in excess of the Contract Price should the County be obliged to procure Replacement Energy as a result of the termination of this Agreement by the County under this Section 6.2. The parties acknowledge that termination of this Agreement by the County upon the breach by Supplier would severely harm the County. Therefore, in the event of any voluntary or involuntary bankruptcy or similar proceeding on the part of Supplier, Supplier agrees that it will petition any relevant court for prompt action to accept or reject this Agreement.

ARTICLE VII
GENERAL

SECTION 7.1 SECURITY FOR PERFORMANCE. During the term of this Agreement, the Supplier shall maintain the surety bond with the BPU as required under Applicable Law as security for performance under the Agreement. In the event the County determines that such security has been materially impaired during the term of this Agreement, the County may require that additional security be provided by the Supplier.

SECTION 7.2 WINDING UP ARRANGEMENTS. Upon the expiration of this Agreement, any monies due and owing Supplier shall be paid under the terms hereof, and any corrections or adjustment to payments previously made shall be determined and any refunds due the County, or additional payments due Supplier, shall be timely made within 60 days of receipt of notice of such obligation. The Supplier shall fully cooperate with the County in connection with the transition to a new Full Requirements Service supplier following the termination or expiration of this Agreement. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

SECTION 7.3 ASSIGNMENT. Neither party shall assign this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld. Any sale of substantially all of the assets of Supplier or the merger, consolidation or sale of Supplier or other similar transaction shall be deemed to be an assignment for purposes of this Agreement.

SECTION 7.4 TAXES. The Contract Price includes all taxes and Supplier shall cause all such taxes to be paid. Supplier shall indemnify and hold harmless each of the County's Indemnified Persons from any and all Losses relating to such taxes. The County will provide a tax exemption certificate for any tax to which it is exempt.

SECTION 7.5 NON-DISCRIMINATORY PROVISION OF SERVICE. The Supplier shall supply 100% Full Requirements Service to the County Facilities on a non-discriminatory basis. The Supplier agrees to comply with the Affirmative Action and Americans with Disabilities Act provisions set forth within the ITB.

SECTION 7.6 COMPLIANCE WITH LAWS. The Supplier shall promptly and fully comply with all applicable statutes, ordinances, judgments, decrees, orders, rules and regulations of any legislature, court, agency or other governmental body having jurisdiction over the Supplier's activities, including, but not limited to, all billing, collection, environmental disclosure, and termination regulations of the BPU applicable to the services being provided by the Supplier hereunder.

Whenever performance of an obligation of the Supplier requires the consent or approval of any governmental agency or body, the Supplier shall promptly obtain such consent or approval.

SECTION 7.7 NOTICE. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing; and

if to Supplier to: Great American Gas and Electric, LLC
550 Mamaroneck Ave., Suite 305A
Harrison, NY 10528

if to the County to: County of Camden
Office of County Counsel Courthouse
520 Market Street
6th Floor
Camden, NJ 08102

Notices hereunder shall be deemed properly served: (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by Federal Express or other reputable express mail service, on the day of confirmed delivery to the intended recipient at its address set forth in this Agreement.

SECTION 7.9 CHANGES IN CONTACT PERSONS. With proper notice, any party may change its address and contact person for this purpose. In the event that the name or telephone number of any contact for the Supplier changes, Supplier shall give prompt notice to the County. In the event that the name or telephone number of any contact person for the County changes, prompt notice shall be given to the Supplier.

SECTION 7.10 EXPENSES. Each party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' and consultants' fees and expenses.

SECTION 7.11 NO JOINT VENTURE. Nothing herein contained shall be deemed to constitute any party a partner, agent or legal representative of the other party, or to create a joint venture, agency or any relationship between the parties.

SECTION 7.12 WAIVER. No waiver by any party hereto of any one or more defaults by any other party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any party hereto to complain of any action or non-action on the part of any other party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the party so failing. A waiver of any of the provision s of this Agreement shall only be effective if made in writing and signed by the party who is making such a waiver.

SECTION 7.13 FORCE MAJEURE. The Supplier shall be responsible for the delivery of natural gas supply service 100% Full Requirements – Non-Recallable to the Local Distribution Company Delivery Points specified under the terms of this Agreement unless a condition of Force Majeure is in effect. As used herein, "'Force Majeure" means any event beyond the control of, and without the fault or negligence of, the party claiming Force Majeure which materially and adversely affects the ability of the party claiming the Force Majeure to perform. It shall include without limitation, sabotage, acts of God, war, riot, civil disturbance, earthquake, hurricane, flood, explosion, fire, lightning, landslide, and acts of the government in either its sovereign or contractual capacity. Notwithstanding any other provision of this Agreement, the

Supplier shall, upon becoming aware of a Force Majeure condition, notify the County of any such Force Majeure condition promptly by telephone, but in no event more than twenty-four (24) hours later, and confirm such notice in writing within one week thereafter, setting forth the full particulars in connection therewith, to the extent available. Supplier shall use its best efforts to remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the County and the affected Participating Entity of the cessation of such condition, at which time the parties will resume their obligations under this Agreement as if the event had not occurred.

Force Majeure shall specifically include: (i) any delay on the part of the Local Distribution Company in transferring an account from the Local Distribution Company to the Supplier, and (ii) a failure on the part of the Local Distribution Company to provide Distribution services, or billing services if required, unless such delay or failure is due to the fault of the Supplier.

It is specifically understood that in no event shall the following acts or conditions constitute a Force Majeure condition: (i) the economic hardship of either party, interest or inflation rates, or currency fluctuation; (ii) any event making delivering of Firm Full Service – Non Recallable Requirements Service difficult, uneconomic or impracticable, or the event of higher actual costs to the Supplier than its anticipated costs or its Contract Price; (iii) the failure of the Supplier to secure licenses or similar authorizations necessary to perform its obligations hereunder due to causes within reasonable control; (iv) strikes, work stoppages, or other labor disputes or disturbances by the Supplier's employees; (v) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed by the Supplier or otherwise increasing the cost or burden to the Supplier of performing its obligations hereunder; (vi) any increase for any reason in premiums charged by the Supplier's insurers or the insurance markets generally for the required insurance hereunder; and (vii) any increase for any reason in the cost to the Supplier associated with maintaining surety of performance required hereunder.

If by reason of Force Majeure the County is unable to carry out, either in whole or in part, its obligations herein contained, the County shall not be deemed to be in default during the continuation of such inability, provided that: (i) the County, promptly, but in no event more than twenty-four (24) hours after becoming aware of such Force Majeure condition , gives the Supplier written notice describing the particulars of the condition; (ii) the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the County which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; (iv) the County shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations; and (v) the County uses its best efforts to mitigate the consequences of such Force Majeure.

SECTION 7. 14 SEVERABILITY. If the provision of Full Requirements Service to any account within the Participating Entity's Facilities shall be declared or rendered unlawful by a court or regulatory agency of competent jurisdiction, the remaining accounts for the Participating Entity's Facilities shall continue to receive Full Requirements Service from the Supplier at the applicable Contract Price for such accounts and under the terms of this Agreement.

SECTION 7.15 SOLICITATION. Supplier will not offer or solicit any Participating Entity to service any account separately from this Agreement.

SECTION 7.16 CHANGE IN LAW. A change in law or regulation implemented after the date hereof that has a material impact on the cost to the Supplier for providing Natural Gas Supply Service to retail customers, including to the County Facilities, in the applicable LDC service territory in which County Facilities accounts are located. For this purpose, a material

impact shall be an increase in cost of no less than $0.0005/Therm. In such instance the Supplier may request adjustment of the contract price by a percentage amount up to the percentage change in the Supplier's direct total cost to provide Natural Gas Supply Service to the County Facilities directly caused by the change in law. A change in law or regulation known to the Supplier at the time of the proposal submission date is not eligible for such adjustment.

SECTION 7.21. COUNTERPARTS. This Agreement may be executed in any number of separate counterparts by the parties, including facsimile counterparts or counterparts signed by electronic signature, which when are executed and delivered shall be an original, but all of which shall constitute but one and the same Agreement.

SECTION 7.22. DOCUMENTS INCORPORATED. The following documents are incorporated into this Agreement, and the terms, conditions, covenants, and representations contained therein are binding terms of this Agreement:

a. The ITB, including Notice to Bidders, General Instructions, Technical Specifications, Appendices and Required Bid Documentation, and any Addenda thereto; and
b. Any and all submissions by Supplier, including the required bid documentation; and
c. This Agreement and any Exhibits hereto

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Great American Gas and Electric, LLC

By: Jeff Levin
(Signed)

Printed Name: Jeffrey Levin

Title: CEO

COUNTY OF CAMDEN

By: _____
(Signed)

Printed name: Ross G. Angiella

Title: County Administrator

ATTEST: _____

APPENDIX A
PRODUCT DEFINITION AND PRICING FORM

The SJPC is seeking natural gas pricing for both a Fixed Basis Up-Charge Price and a Fixed All-Inclusive Price for seven (7) Bid Groups. Natural gas supply service to commence with the first meter read on or after March 1, 2026, for Bid Group 2A, 3A, and 5A for a thirty-two (32) month term, and for Bid Groups 1, 2, 3, and 5 commence with the first meter read on or after December 1, 2026, for a twenty-four (24) month term. All Bid Group accounts will terminate with the first meter read after November 30, 2028.

Bid Prices must be held firm until 3:00 PM Eastern Prevailing Time on Friday, November 14, 2025.

SJPC A49-25 Natural Gas Supply Service Bid Groups 2A, 3A & 5A to commence March 1, 2026 and Bid Groups 1, 2, 3 & 5 to commence December 1, 2026						
Bid Group	Account Category	Service Period (#months)	Start Month	Service End	(1) Fixed Basis Upcharge Price	(2) Fixed All-Inclusive Price
2A	SJG-GSG	32	March 1, 2026	November 30, 2028	$N/A	$N/A
3A	SJG GSG-LV	32	March 1, 2026	November 30, 2028	$N/A	$N/A
5A	SJG EGS	32	March 1, 2026	November 30, 2028	$N/A	$N/A
1	PSEG - GSG/LVG	24	December 1, 2026	November 30, 2028	$2.36520/dth	$N/A
2	SJG - GSG	24	December 1, 2026	November 30, 2028	$N/A	$N/A
3	SJG GSG-LV	24	December 1, 2026	November 30, 2028	$N/A	$N/A
5	SJG EGS	24	December 1, 2026	November 30, 2028	$N/A	$N/A

The accounts in Bid Groups 1, 2, 3 & 5 are currently under contract with another supplier and cannot be enrolled earlier than the December 1, 2026, start date.

The SJPC is seeking natural gas supply pricing for the following two (alternative) pricing structures:

(1) Fixed Basis Up-Charge Pricing (Commodity not included)

The bidder shall provide a Fixed Basis Up-Charge Price for 100% Firm Full Requirements – Non-Recallable Service for the full term of the agreement. The bidder's Fixed Basis Up-Charge Price shall be a single, unit cost per dekatherm, and shall include all non-commodity NYMEX costs of the bidder, including transportation from the wellhead and delivery to the burner-tip at the respective utility's meter, LDC and pipeline line losses, bidder's margin, consultant fee, New Jersey Sales and Use Tax (currently 6.62% of the sale price) and any other applicable costs (nominating, balancing etc.) to transmit

natural gas to the Participants. The "Fixed Basis Up-charge Price" shall remain firm and fixed for the duration of the Agreement.

The Contract Price shall include the "Fixed Basis Up-Charge Price" plus the Nymex monthly settle price "Commodity Price" which will be based upon the final natural gas settlement price for each month at the New York Mercantile Exchange (NYMEX), plus New Jersey Sales Tax.

If the parties do not agree on a "locked" Commodity Price by 12:00 PM noon on the expiration date for the applicable month, the "Commodity Price" for that month will default to the monthly settlement price on the expiration date of the month's NYMEX natural gas futures contract as published by Gas Daily and/or the Wall Street Journal.

Upon mutual consent of the Parties, the County reserves the right to lock the "Commodity Price" to a fixed price at any time during the Term of the Agreement for either some or all of the remaining contract months, provided the following stipulations are met:

a) The "Commodity Price" can be locked for any time period within the Term of the Agreement prior to 12:00 pm noon on the expiration date of the applicable month's New York Mercantile Exchange ("NYMEX") futures contract. The "locked" commodity price will remain in effect for the time period mutually agreed upon by the Parties.

b) The "locked" Contract Price shall consist of the "Fixed Basis Up-Charge Price" as set forth in the Successful Bidder's Proposal and the "Locked" commodity price. The "locked" commodity price shall consist of the NYMEX Commodity Future Price on the date the price is fixed for each remaining month of the Term of the Agreement (or for a period of months to be mutually defined by the Parties up to the remaining duration of the Term of the Agreement) plus New Jersey Sales and Use Tax.

(2) Fixed, All-Inclusive Pricing (Commodity included)

The bidder shall provide a Firm Fixed Price, 100% Full-requirements – non-Recallable for the full term of the agreement. The bidder's Fixed, All Inclusive Pricing shall be a single, unit cost per dekatherm, and shall include all natural gas supply service costs of the bidder, including transportation from the wellhead and delivery to the burnertip at the respective utility's meter, LDC and pipeline line losses, bidder's margin, consultant fee, the cost of natural gas commodity, New Jersey Sales and Use Tax (currently 6.625% of the sale price) and any other applicable costs (nominating and balancing etc.) to transmit natural gas to the Participants. The Fixed, All- Inclusive Pricing shall remain firm and fixed for the duration of the Agreement.

- To be considered responsive, Bidders must offer bid pricing for all accounts in the respective Bid Group.
- The Contract Price and term will be set forth in Article IV of the Agreement.
- All pricing must be for 100% Firm Fixed, Full Requirements - Non-Recallable Service.
- Pricing herein shall not include any local delivery service or related LDC (utility) charges.
- **Billing for each SJPC Member County and Participating Member Entity natural gas accounts shall be based upon the applicable Local Distribution Company's meter readings by location for each Participating Member account and not Daily Contract Quantity (DCQ) or Average Daily Delivery Quantity (ADDQ).**

Signature Page Follows

APPENDIX A

SUPPLIER COMPANY NAME: **Great American Gas and Electric, LLC**

BUSINESS ADDRESS: **550 Mamaroneck Ave. Suite 305A Harrison, NY 10528**

CONTACT NAME: **Jeff Levin, Chief Executive Officer; Victoria Marchese, Director of Strategic Partnerships**

CONTACT PHONE: **866-269-9393**

CONTACT EMAIL: jeffl@ga-ge.com; victoriam@ga-ge.com

AUTHORIZED SIGNATURE: Jeff Levin

PRINT NAME: Jeffrey Levin

DATE: 11 / 17 / 2025

APPENDIX C

ACCOUNT INFORMATION AND LIST OF SJPC PARTICIPATING ENTITIES

Natural gas supply service is to be provided to each SJPC Participating Member and each natural gas account as listed in the attached excel file. Natural Gas Supply Service to begin on the first meter read on or after and begin on the first meter read on or after **December 1, 2026, for Bid Group 1**. All Bid Group accounts will **terminate with the first meter read after November 30, 2028**. This Appendix C shall become a part of Section 3.1 of the Natural Gas Supply Service Agreement (Appendix B) to be entered into between the County and the winning bidder.

ACCOUNT INFORMATION

The following information is provided with this ITB under separate cover to bidders for use at their own risk and discretion.

- One file (excel format) that includes Participating Entity, billing address, service address, account numbers, rate class, and monthly natural gas consumption for each account for a recent twelve (12) month period.

- Bidders are encouraged to secure and/or confirm any required data on their own. Any costs associated with the Bidder's collection of data will be the sole responsibility of the Bidder.

To receive an email with these attachments and or a customer usage authorization form, please send a request via email to the following address:

Email Address:	kcoulter@concord-engineering.com
Email Subject:	2025 SJPC Natural Gas ITB# A49-25: data request

Please include contact information in the email request. Bidders will be required to send a confirmation email upon receipt of electronic files.

Bid Group	Supplier	Fixed Basis Up-Charge Price $/Dth	Term	Participant	Account Location	Service Address	City	Zip Code	Utility	POD ID / SAID	Rate Class
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Admin Bldg (Old Family Ct) - 2 & 10 S. Broad St. - Woodbury	10 S. Broad St.	Woodbury City	08096	PSE & G	PG000011042493418157	LVG
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Assignment Judge (Bank Bldg) - 19 N. Broad St. - Woodbury	19 N Broad St	Woodbury City	08096	PSE & G	PG000010320931818076	GSG
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Bd. Of Elections - 550 Grove Road	550 Grove Rd.	West Deptford	08096	PSE & G	PG000010300991218368	GSG (HTG)
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Bd. Of Elections - 550 Grove Road	550 Grove Rd.	West Deptford	08096	PSE & G	PG000011031882118423	GSG (HTG)
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Bd. Of Elections - 550 Grove Road	550 Grove Rd.	West Deptford	08096	PSE & G	PG000011521077518091	GSG (HTG)
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Bd. Of Elections - 550 Grove Road	550 Grove Rd.	West Deptford	08096	PSE & G	PG000011521076718216	GSG (HTG)
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Bd. Of Elections - 550 Grove Road	550 Grove Rd	West Deptford Two	08096	PSE & G	PG000008354575618022	GSG (HTG)
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Court House 1 - 7 N. Broad & County Bldg. - 26 Delaware	26 Delaware St.	Woodbury City	08096	PSE & G	PG000008607616343061	LVG
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	EMS Building - 794 Grove Road- 82-4	794 Grove Rd	West Deptford Two	08096	PSE & G	PG000012301306618468	GSG (HTG)
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	EMS Building - Red Bank Ave-W Dept. 82-5	Red Bank Ave	West Deptford Two	08096	PSE & G	PG000008375774018489	GSG (HTG)
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	EMS Building - 637 N Broad St - Woodbury 83-1	637 N Broad St	Woodbury City	08096	PSE & G	PG000010807647283460	GSG (HTG)
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Justice Complex - 128 Euclid & Hunter Sts. - Woodbury	70 Hunter St.	Woodbury City	08096	PSE & G	PG000011907496118441	LVG
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Redbank - National Park - Sec. Bldg	100 Hessian Ave	National Park Boro	08063	PSE & G	PG000009591558318175	GSG
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Redbank - National Park - Maint Bldg	100 Hessian Ave	National Park Boro	08063	PSE & G	PG000008133754518142	GSG
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Surrogate - 17 N. Broad St. - Woodbury	17 N Broad St	Woodbury City	08096	PSE & G	PG000011052290116495	GSG
1	GAGE	$2.3652	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	431 Lincoln St (Glover)	431 Lincoln St.	Woodbury City	08096	PSE & G	PG000011932067918328	GSG (HTG)
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Adult Probation - 5 Points - Huffville Rd. - Sewell	1562 RT-41	Deptford	08096	SJG	4630257990	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Budd Blvd. - 115 Mantua Ave. - W. Dept. (Woodbury)	115 Budd Blvd Apt III	West Deptford	08096	SJG	5220294016	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Clayton Emergency Response - 911 South - 1200 N. Delsea Dr. - BLDG b	1200 N Delsea Dr	Clayton	08028	SJG	4140248552	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Clayton EMS Pole Barns- 1200 N Delsea Dr - BLDG H	1200 Delsea Dr	Clayton	08028	SJG	2780250082	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Clayton Highway Garage (veh. storage) - N. Delsea Dr. - (blue bldg) - BLDG K	1200 N Delsea Dr Ste 1	Clayton	08028	SJG	7930248536	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Clayton Main Garage - 1200 N. Delsea Dr. (domed bldg.) - BLDG D	1200A N Delsea Dr	Clayton	08028	SJG	7140248554	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Clayton Public Works - 1200 N. Delsea Dr. - BLDG G	1200 N Delsea Dr	Clayton	08028	SJG	4040248542	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Clayton Truck Wash - BLDG J	1200 N Delsea Dr	Clayton	08028	SJG	2680250072	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Clayton Welding & Sign Shop - 1200 N. Delsea Dr. - BLDG F	1200 N Delsea Dr Weld	Clayton	08028	SJG	1880250091	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Clayton Government Services - 1200 N. Delsea Dr. - BLDG A	1200 N Delsea Dr	Clayton	08028	SJG	1570249195	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Clayton Animal Shelter - 1200 N. Delsea Drive -BLDG C	1200 N Delsea Dr	Clayton	08028	SJG	2140248550	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Clayton Spay & Neuter - BLDG L	1200 Route 47, #BldgClinic	Clayton	08028	SJG	4833466224	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Clayton Animal Shelter Addition	1200 Route 47	Clayton	08028	SJG	8438924165	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	EMS Building - 49 Coontown Rd. - Logan 82-1	49 Coontown Rd	Bridgeport	08014	SJG	7180021458	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	EMS Building -West Ave. - Pitman 82-7	199 West Ave	Pitman	08071	SJG	9903374251	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	EMS Building - 32 E Broad St - Paulsboro - 82-3	32 E Broad St	Paulsboro	08066	SJG	4725506744	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Golf Course - 501 Pitman Rd. - Pitman - Club House	501 Pitman Rd	Sewell	08080	SJG	9750117393	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Golf Course - 501 Pitman Rd. - Pitman - Tent	501B Pitman Rd	Mantua	08051	SJG	2380138778	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Health Building - 204 E. Holly Ave.	137 E Holly Ave	Sewell	08080	SJG	0880343356	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Highway (Mantua) - 45 Lenape Ave. - Mantua - MotorPool	45 Lenape Ave	Mantua	08051	SJG	0340320516	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Highway (Mantua) - 45 Lenape Ave. - Mantua	45 Lenape Ave Gen Old	Mantua	08051	SJG	5438793573	GSGNH
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Highway (Mantua) - 45 Lenape Ave. - Mantua - New Pole Barn Heater	45 Lenape Ave	Mantua	08051	SJG	4503034603	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Highway (Swedesboro) - 140 Glen Echo Ave. - Swedesboro	141 Glen Echo Ave	Swedesboro	08085	SJG	0790373056	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Mosquito Control - Delsea Drive - Sewell	Delsea Dr	Sewell	08083	SJG	2020312442	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Scotland Run - Clayton-Williamstown Rd. - Clayton	980 W Academy St	Clayton	08028	SJG	5730260676	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Shady Lane Emergency Response - 911 North (Old Juvenile Det) - BLDG F	254 County House Rd	East Greenwich Twp	08056	SJG	2190401214	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Shady Lane Pole Barn Storage & Toys for Tots (Old Women's Prison) - BLDG E	2758 County House Rd	Clarksboro	08020	SJG	8240024922	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Shady Lane Pole Barn Storage (B&G/Fire) - BLDG B	2540 County House RD	East Greenwich Twp	08056	SJG	0500027219	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Shady Lane Prosecutors (Vehicle Storage & Pole Barn) - BLDG C	254C County House Rd	Clarksboro	08020	SJG	7700027245	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Shady Lane Dog Kennel	254 County House Rd., # Dogkennel	Clarksboro	08020	SJG	2848054210	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Veterans Affairs - 211 County House Rd. - Sewell	211 County House Rd	Sewell	08080	SJG	2070342612	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Veterans Cemetery - Tuckahoe Rd. - Williamstown	240 S Tuckahoe Rd	Monroe Twp	08831	SJG	3070221884	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Water Center 652 Lambs Rd	652 Lambs Rd	Sewell	08080	SJG	1200388398	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Highway (Mantua) - 45 Lenape Ave. - Mantua - New Generator	45 Lenape Avenue	Mantua	08051	SJG	0142033232	GSGNH
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	EMS Building - 411 Main St. - Mantua 82-6	411 Main St	Mantua	08051	SJG	1620360189	GSGFT
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Truck Wash Pole Barn	1200 N Delsea Dr	Clayton	08028	SJG	1799847020	GSGMOBOSS
2	UGI	$2.40	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	EMS Station	1672 Coles Mill Rd 83-4 Franklinville	Franklinville	08322	SJG	7830249987	GSGFT
2A	UGI	$2.13	March 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	Scotland Run - Clayton-Williamstown Rd. - Clayton - Nature Center	980 E Academy St	Clayton	08028	SJG	5001423656	GSGFT
3	UGI	$1.90	December 1, 2026 - November 30, 2028	Gloucester County Buildings and Grounds	EMS Building - 700 Corkery Ln. - Williamstown 84-2	700 Corkery Ln	Williamstown	08094	SJG	0105240617	GSGLV

F-4

RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE CONTRACT WITH REMINGTON & VERNICK ENGINEERS

WHEREAS, by Resolution adopted March 18, 2020, the County of Gloucester awarded a professional services contract to Remington & Vernick Engineers as per RFP-19-051 regarding intersection improvements at Mullica Hill Road/US Route 322 and Joseph Bowe Blvd/Harvard Road in the Borough of Glassboro (Rowan Downtown Section), known as Engineering Project #18-16, for $400,810.50, and thereafter, amended by Resolution adopted March 5, 2025 which increased the contract by $136,370.00, resulting in the total contract amount of $537,180.50; and

WHEREAS, due to unanticipated, additional work required due to relocation of the east basin to the southerly side of Mullica Hill Road, thereby increasing the contract by $15,600.00, for a new total contract amount of $552,780.50; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 20-01938.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to a second amendment to the contract with Remington & Vernick Engineers for additional services required for the hereinabove referenced project, thereby increasing the contract by $15,600.00, for a new total contract amount of $552,780.50.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

REMINGTON & VERNICK ENGINEERS

RVE HQ:
2059 Springdale Road
Cherry Hill, NJ 08003
O: (856) 795-9595
F: (856) 795-1882

December 18, 2025

Mr. Barry Beckett, PE
County Engineer
Gloucester County Engineering Department
1200 North Delsea Drive
Building A, Suite 3
Clayton, NJ08312

RE: Gloucester County
Intersection Improvements to Mullica Hill Road (US Route 322) &
Joseph Bowe Boulevard
Additional Fee Request #2
RVE Project Number: 0800F002

Dear Mr. Beckett,

Remington & Vernick Engineers (RVE) are writing to respectfully request an additional fee for the above-referenced project. On October 1, 2025, at a meeting between the County, RVE and FPA, the County indicated that Rowan University was planning to construct a project on the land where the east basin designed as part of this project is currently sited. As a result of this meeting, the County has requested that RVE/FPA explore relocation of the east basin to the southerly side of Mullica Hill Road Block 6234 Lot 167 and 161 (402 Yale Road North).

The following scope of work will be performed under this supplemental proposal resulting from the change of scope:

Geotechnical Engineering
Phase 2 Test Pits, Borings and Lab Testing have not yet been completed as a part of this project; therefore, the work need not be considered an increase in contract cost. The test pits can be performed in alternate location as requested.

Basin Design & Stormwater Management Report Revisions
Basin redesign will be required on the lot of 402 Yale Road North due to relocation. It is recommended that Phase 2 geotechnical test pits be advanced from Supplemental Service Proposal #2 due to the limited available size of the site, to reduce unknowns in design. The stormwater conveyance system will need to be redirected to the new basin location with updates to drainage plans required. The report will be revised to account for adjusted stormwater conveyance system and redesigned outfall control structures. The report will need to reevaluate water quantity, water quality, as well as adjust the model for stormwater basin routing.

Plan Revisions
The location change of the Basin will need to be reflected on all plans it appears, including but not limited to the Construction Plans, Grading Plans, and Soil Erosion and Sediment Control Plans. All references, callouts and notes regarding the basin will need to be updated. The estimate will also need to be revised.

Right of Way
The Basin redesign will directly affect two completed IPPMS and the GPPM. Linework and areas will need to be updated and revised and resubmitted for review and comment.

The additional scope of work is summarized as follows:

- Basin Design & Stormwater Management Report Revisions
- Construction Plan Revisions
- Cost Estimate Revisions
- IPPM and GPPM Revisions

Task	**Fee**
Construction Plan and Estimate Revisions (RVE)	$5,100.00
Basin Design & Modeling (FPA)	$5,400.00
Drainage Design (FPA)	$2,600.00
Stormwater Management Report (FPA)	$2,500.00
Total Increase in Contract Amount Requested	**$15,600.00**

Accordingly, we respectfully request an additional fee of $15,600.00 to cover the work associated with the scope changes. The new contract limit will be $552,780.50 ($537,180.50 + $15,600.00). If you have any questions, please contact us.

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.

Frank J. Seney, P.E., P.P., C.M.E.
Senior Associate

CC: Karen Jost, Gloucester County Engineering

2ND AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
REMINGTON & VERNICK ENGINEERS

THIS is the second amendment to a contract which was entered into on the **18th** day of **March, 2020,** between the **COUNTY OF GLOUCESTER**, with administrative offices located at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as **"County"**, and **REMINGTON & VERNICK ENGINEERS,** of 51 Haddonfield Road, Suite 260, Cherry Hill, NJ 08002, hereinafter referred to as **"Contractor"**.

NOW, THEREFORE, in further consideration for the mutual promises made by and between County and Contractor, the parties hereby agree to an amendment to the contract for services as per RFP-19-051, relative to intersection improvements at Mullica Hill Road/US Route 322 and Joseph Bowe Blvd/Harvard Road in the Borough of Glassboro (Rowan Downtown Section), known as Engineering Project #18-16, as follows:

> **This Amendment is necessary due to unanticipated, additional Phase 2 services regarding relocation of the East Basin to the Southerly side of Mullica Hill Road, thereby requiring an increase in the contract by $15,600.00, for a new total contract amount of $552,780.50.**

ALL OTHER TERMS and provisions of the contract and the conditions set forth therein shall remain in full force and effect.

THIS AMENDMENT is effective as of the **21st** day of **January, 2026.**

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

REMINGTON & VERNICK ENGINEERS

By: LEONARD A. FAIOLA
Title: VICE PRESIDENT

F-5

RESOLUTION AUTHORIZING PURCHASES FROM CUMBERLAND TIRE CENTER, INC. VIA STATE CONTRACT FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED $100,000.00

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract, without the need for public bidding; and

WHEREAS, the County of Gloucester has a need to purchase tires, tubes and services including maintenance and repair of police vehicles, passenger vehicles, light duty trucks, medium and heavy-duty trucks, buses and industrial equipment; and

WHEREAS, it has been determined that the County can purchase said materials and services via State Contract Number 25-FLEET-82627, from Cumberland Tire Center, Inc. of 9 Washington Street, Bridgeton, NJ 08302, from January 1, 2026 to December 31, 2026, in an amount not to exceed $100,000.00; and

WHEREAS, the contract is for estimated units of service or purchases on an as-needed basis and is open-ended, which does not obligate the County to obtain any service or make any purchase, and therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that purchases as referenced hereinabove from Cumberland Tire Center, Inc., via State Contract 25-FLEET-82627, is hereby authorized from January 1, 2026 to December 31, 2026 in an amount not to exceed $100,000.00, and that the County's Qualified Purchasing Agent is authorized to effectuate said purchases on behalf of the County; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

F-6

RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH FIRST QUALITY, INC. *T/A* COTTMAN TRANSMISSION FROM DECEMBER 20, 2025 TO DECEMBER 19, 2027 IN AN AMOUNT NOT TO EXCEED $25,000.00 PER YEAR

WHEREAS, by Resolution adopted December 20, 2023, the County of Gloucester awarded a contract to First Quality, Inc. *t/a* Cottman Transmission for transmission overhauls on County automobiles and trucks, as per PD-24-001, in an amount not to exceed $25,000.00 per year, which contract provided the County with the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County wishes to exercise its option to extend the contract for a two (2) year term from December 20, 2025 to December 19, 2027, in an amount not to exceed $25,000.00 per year; and

WHEREAS, the contractor will continue to be engaged on an as-needed basis, which does not obligate the County to make any minimum purchase or engage any service, and therefore, a Certificate of Availability of Funds is not required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that extension of the contract with First Quality, Inc. *t/a* Cottman Transmission is hereby authorized for transmission overhauls on County automobiles and trucks, as per PD-24-001, for a term of two (2) years from December 20, 2025 to December 19, 2027, in an amount not to exceed $25,000.00 per year, and that the County's Qualified Purchasing Agent shall notify the Contractor of said extension; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____
FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____
LAURIE J. BURNS,
CLERK OF THE BOARD

F-7

RESOLUTION AUTHORIZING PURCHASES FROM MONTAGE ENTERPRISES, INC. VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FROM JANUARY 21, 2026 TO JANUARY 20, 2027 IN AN AMOUNT NOT TO EXCEED $60,000.00

WHEREAS, the County of Gloucester ("County") has a need for the purchase and delivery of various parts and repairs for lawn and grounds equipment, as needed by the Division of Fleet Management; and

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements, and by resolution adopted on December 18, 2019, the County of Gloucester ("County") joined the Sourcewell National Cooperative Pricing System as member number 47764; and

WHEREAS, it has been determined that the County can purchase said supplies and services via Sourcewell Contract Number 032525-MNT, from Montage Enterprises, Inc. of 140 Route 94, P.O. Box 631, Blairstown, NJ 07825, from January 21, 2026 to January 20,2027 in an amount not to exceed $60,000.00; and

WHEREAS, said purchases are for estimated units on an as-needed basis and is open-ended, which does not obligate the County of Gloucester to make any minimum purchase and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchase and delivery of various parts and repairs for lawn and grounds equipment is hereby authorized from Montage Enterprises, Inc. via Sourcewell Contract Number 032525-MNT, from January 21, 2026 to January 20, 2027, in an amount not to exceed $60,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to the within award, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County Budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

F-8

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1-FINAL TO INCREASE THE CONTRACT WITH RICHARD E. PIERSON CONSTRUCTION CO., INC. FOR ENGINEERING PROJECT #21-20

WHEREAS, the County of Gloucester previously received public bids for services regarding resurfacing and safety improvements to Elk Road (CR 538) between Bridgeton Pike (SR 77) and Hardingville Road (CR 609), and to Ferrell Road (CR 616) between Bridgeton Pike (SR 77) and Elk Road (CR 538) in the Township of Elk, known as Engineering Project #21-20; and

WHEREAS, by Resolution adopted on June 4, 2025, the County awarded a contract for the Project to Richard E. Pierson Construction Co., Inc. for $1,449,254.27, and the County Engineer has recommended Change Order No. 1-Final to increase the contract by $63,090.65, due to as-built quantities and supplemental items, resulting in a new total contract amount of $1,512,344.92; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 25-04207.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to Change Order No. 1-Final for Engineering Project #21-20, to increase the contract with Richard E. Pierson Construction Co., Inc. by $63,090.65, for a new total contract amount of $1,512,344.92.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: R.E Pierson Construction Co.
   426 Swedesboro Road,
   Pilesgrove, NJ 08098

2. Description of Project or Contract: Resurfacing and Safety Improvements to Elk Road (CR538) between Bridgeton Pike (SR77) and Hardingville Road (CR609) and Ferrell Road (CR616) between Bridgeton Pike (SR77) and Elk Road (CR538)

3. Date of Original Contract: 6/4/2025

4. P.O. Number: 25-04207

5. Amount of Original Contract: $1,449,254.27

6. Amount of Previously Authorized Change Order $0.00

7. Amount of this Change Order No. 1 Final: $63,090.65

8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) $1,512,344.92

9. Need or Purpose of this Change Order: The reductions, extra quantities and supplemental items are based on as-built quantities measured and recorded during the time of placement. This project is State Aid Funded.

This change order requested by Barry C Bedell (Department Head) on 12/31/25 (Date)

Accepted by _____ (Vendor) on 12/24/25 (Date)

Approved by the Board of County Commissioners, County of Gloucester

Attest:

_____ By: _____

Laurie J. Burns
Clerk of the Board

Frank J. DiMarco, Director

To All Vendors:
This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of County Commissioners, County of Gloucester with appropriate Resolution.

Form SA-1

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 1 & FINAL
STATE AID PROJECT

PROJECT	Resurfacing and Safety Improvements to Elk Road (CR536) Between Bridgeton Pike (SR77) and Hardingville Road (CR609) and Ferrell Road (CR616) Between Bridgeton Pike (SR77) and Elk Road (CR518)
MUNICIPALITY	Elk Township
COUNTY	Gloucester
CONTRACTOR	R.E. Pierson

In accordance with the project Supplementary Specification the following are changes in the contact.
The reductions and extras are adjustments in the contract quantities to meet the actual constructed field quantities.

Item No.	Description	Quantity (+/-)	Unit Prices	Amount
	REDUCTIONS			
3	Excavation Test Pit	-30.00	$230.00	-$6,900.00
4	Excavation, Unclassified	-342.20	$0.01	-$3.42
5	Asphalt Price Adjustment	-0.99	$40,000.00	-$39,685.30
6	Fuel Price Adjustment	-0.82	$30,000.00	-$24,658.06
12	Dense-Graded Aggregate Base	-1570.00	$0.01	-$15.70
13	HMA Milling, 3" or Less	-1331.00	$1.80	-$2,395.80
14	Polymerized Joint Adhesive	-16910.00	$0.01	-$169.10
15	Tack Coat	-2485.00	$5.00	-$12,425.00
18	HMA 19M6 Base Course	-314.84	$88.00	-$27,705.92
21	Traffic Stripes, 4"	-1868.00	$0.37	-$691.16
22	Traffic Stripes, 8"	-100.00	$0.74	-$74.00
23	Traffic Marking Line, 8"	-83.00	$2.00	-$166.00
24	Traffic Marking Line, 24"	-21.00	$5.00	-$105.00
25	Traffic Marking Symbols	-36.00	$7.60	-$273.60
26	RPM Bi-Directional, Amber Lens	-30.00	$32.00	-$960.00
27	RPM Bi-Directional, White/Red Lens	-5.00	$32.00	-$160.00
28	RPM Bi-Directional, Blue Lens	-5.00	$32.00	-$160.00
29	Reflective U-Post Inserts	-10.00	$30.00	-$300.00
30	Regulatory and Warning Signs	-39.00	$40.00	-$1,560.00
34	HMA Driveway 2" Thick	-189.08	$46.00	-$8,697.68
37	9"x18" Concrete Vertical Curb	-25.50	$84.00	-$2,142.00
41	Turf Repair Strip	-200.00	$0.01	-$2.00
42	Topsoiling, 4" Thick	-100.00	$0.01	-$1.00
43	Fertilizing and Seeding, Type A-3	-100.00	$0.01	-$1.00
44	Straw Mulching	-100.00	$0.01	-$1.00
51	Bicycle Safe Grate	-2.00	$310.00	-$620.00
52	Curb Piece	-2.00	$230.00	-$460.00
53	Reset Existing Casting	-5.00	$430.00	-$2,150.00
54	Reset Existing Valve	-5.00	$50.00	-$250.00
55	15" RCP Class V	-43.00	$230.00	-$9,890.00
56	18" RCP Class V	-82.00	$325.00	-$26,650.00
58	36" RCP Class V	-48.00	$320.00	-$15,360.00
63	Reconstruct Inlet, Type B, Existing Castings	-2.00	$330.00	-$660.00
64	Reconstruct Inlet, Type E, New Castings	-1.00	$1,500.00	-$1,500.00
66	Reconstruct Inlet, Type A, Existing Castings	-2.00	$330.00	-$660.00
67	Reconstruct Inlet, Type E, Existing Castings	-1.00	$330.00	-$330.00

68	RIPRAP Stone Slope Protection	-3.00	$75.00	-$225.00
81	Breakaway Barricade	-1.00	$0.01	-$0.01
82	Drum	-100.00	$0.01	-$1.00
84	Construction Signs	-156.00	$11.00	-$1,716.00
		Total Reductions		**-$189,724.75**
	EXTRAS			
16	HMA 12.5M64 Surface Course, 2.5" Thick	164.78	$89.00	$14,665.42
17	HMA 9.5M64 Leveling Course	110.90	$88.00	$9,759.20
19	Controlled Low Strength Material	58.60	$170.00	$9,962.00
35	Concrete Driveway	11.60	$170.00	$1,972.00
57	30" RCP Class V	5	$300.00	$1,500.00
59	24" HDPE	1	$225.00	$225.00
89	Traffic Director, Flagger	26.00	$90.08	$2,342.08
		Total Extras		**$40,425.70**
	SUPPLEMENTALS			
S-1	12" Ductile Iron Pipe	80	$400.00	$32,000.00
S-2	18" Ductile Iron Pipe	90	$505.00	$45,450.00
S-3	16" Ductile Iron Pipe	40	$400.00	$16,000.00
S-4	Riprap Regrade Slope	60.00	$258.34	$15,500.40
S-5	Hot Mix Asphalt Driveway, Variable Thickness	2194.30	$47.14	$103,439.30
		Total Supplementals		**$212,389.70**

Amount of Original Contract	$1,449,254.27	Extras	$40,425.70
Amount of Original Contract + Change	$1,512,344.92	Supplemental	$212,389.70
		Reduction	-$189,724.75
		Total Change	**$63,090.65**
% Change In Contract	4.3533% Increase		

Barry C. Beckett 12/3/25

Barry C. Beckett, P.E. Date
Gloucester County Engineer

Approved: _____

(District Engineer) Date
(Local Highway Design)

Frank J. DiMarco Date
Director

12/24/25

(Contractor) Date

G-1

RESOLUTION AUTHORIZING A CONTRACT WITH COLORSOURCE, INC. FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED $800,000.00

WHEREAS, the County of Gloucester has a need for election materials, including insertion/mailing of Vote by Mail Ballots, Provisional Ballots, Sample Ballots, and Envelopes for the 2026 General Election Cycle and Primary Election; and

WHEREAS, the Clerk of Gloucester County recommends that said services be provided by ColorSource, Inc. of 435 Commerce Lane, West Berlin, New Jersey 08091; and

WHEREAS, the term of the contract is from January 1, 2026 to December 31, 2026 and the cost proposal is estimated for an amount not to exceed $800,000.00 based upon the number of registered voters, election districts and the number of elections; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any purchase being made and/or services being rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because the vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with ColorSource, Inc. for the provision of services in the printing of ballots for the 2026 General Election Cycle and Primary Election, from January 1, 2026 to December 31, 2026, in an amount not to exceed $800,000.00; and

BE IT FURTHER RESOLVED, before any purchase be made and/or services rendered pursuant to the within award, a Certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, January 21, 2026 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J, BURNS,
CLERK OF THE BOARD

CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
COLORSOURCE, INC.

THIS CONTRACT is made effective the 21st day of January, 2026, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **COLORSOURCE, INC.** of 435 Commerce Lane, West Berlin, New Jersey 08091, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County to contract for services pertaining to election materials, including insertion/mailing of Vote by Mail Ballots, Provisional Ballots, Sample Ballots, and Envelopes for the 2026 General Election Cycle and Primary Election; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); and

WHEREAS, the Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor does hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This contract shall be effective for the period commencing January 1, 2026 and concluding December 31, 2026.

2. **COMPENSATION.** Vendor shall be compensated in an amount not to exceed $800,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during

the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Attachment A, Vendor's Quote, dated December 10, 2025, which is attached hereto and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the vendor's proposal.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this contract, then prior to the effective date of this contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this contract, then this contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this contract, shall be forthwith delivered to the County.

D. The County may terminate this contract for public convenience at any time by a notice in writing from the County to the Vendor. If the contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

11. **INSURANCE**. Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this contract. The County shall review the certificate for

sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

12. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

13. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

14. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

15. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

16. **PARTIAL INVALIDITY.** In the event that any provision of this contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.

17. **CHANGES.** This contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

18. **NOTICES.** Notices required by this contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

19. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by

and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

20. INDEPENDENT VENDOR STATUS. The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

21. CONFLICT OF INTEREST. Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.

22. CONFIDENTIALITY. Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this contract, during the term of this contract, except to authorized County personnel or upon prior approval of the County.

23. BINDING EFFECT. This contract shall be binding on the undersigned and their successors and assigns.

24. CONTRACT PARTS. This contract shall consist of this document, the specifications of the County and Vendor's Quotation, dated December 10, 2025, attached hereto as Attachment A. If there is a conflict between this Contract and the specification or the Vendor's response, then this Contract and the Specifications shall control.

THIS CONTRACT is dated this 21st day of January, 2026.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:	**COUNTY OF GLOUCESTER**
_____	_____
LAURIE J. BURNS, **CLERK OF THE BOARD**	**FRANK J. DIMARCO, DIRECTOR**
ATTEST:	**COLORSOURCE, INC.**
_____	_____
	BY: **TITLE:**

ATTACHMENT A

ColorSource

Office of the Gloucester County Clerk
Honorable James T. Hogan –
Gloucester County Clerk
1 North Broad Street
Woodbury, NJ 08096

12/10/2025

Dear Mr. Hogan:

ColorSource, Inc is pleased to be given the opportunity to submit a proposal for the Printing Supplies of the 2026 Election Cycle.

Envelopes	
Outside Envelopes for Vote-by Mail	$.50 Each
Primary and General Certificate Envelopes	$.75 Each
Yellow Business Reply Envelopes	$.65 Each

Insertion and Mailing Set up		
Primary Election	30 Democrat and 30 Republican Ballots per Municipality	$150.00 Each
General Election	30 General Ballots 1 per Municipality	$150.00 Each
Fire Election	4 Ballots 1 per Municipality	$150.00 Each
School Election	1 Ballot per Municipality	$150.00 Each

Insertion and Mailing of Primary, General, Fire and School Elections	
Insertion at Municipal Level	$.50 Per Ballot
Insertion at District Level	$.85 Per Ballot

Inkjet Certificate Envelopes	
Inkjet only of Certificate Envelopes	Set up $150.00 Plus $.25 per envelope

Printing of Ballots Mail in and Provisional Ballots for the Primary, General, Fire and School Elections		
Size	1 sided	2 sided
8.5 x 11	$1.00 Per Ballot	$1.35 per Ballot
8.5 x 14	$1.10 Per Ballot	$1.50 per Ballot
8.5 x 17	$1.45 Per Ballot	$1.65 per Ballot

Printing of Emergency Ballots for the Primary, General, Fire and School Elections – based on 30 Per District x 229 Districts =6,870 plus 5 EV Sites x 30 Districts = 4500 – Total 11,370/ shrink wrap in 30's		
Size	1 sided	2 sided
8.5 x 11	$.55 Per Ballot	$1.00 per Ballot
8.5 x 14	$.60 Per Ballot	$1.10 per Ballot
8.5 x 17	$.85 Per Ballot	$1.35 per Ballot

Printing of Reminder Cards and Integrated Sticker Thank You Card - 6 x 4 full color Variable data -Print sort and Mail		
Item	Set up	Price Per card
Reminder Card	$150	$.25 / each
Thank you Card w/ Sticker	$150	$.40/ each

Instruction Brochures	
11 x 10 Instruction Brochures – Full color	.48 Each

Typesetting, printing and mailing of the Sample Ballots –White 70# Offset 11 x 17 –Folded to 8.5 x 5.5 - Black ink 2 sided Variable Data / Wafer Seal and Mail / District Samples provided per request.		
Size	Typesetting and Printing	Data, Wafer Seal and Mail
Initial Mailing	$.26 Per Ballot	$.07 per Ballot
Supplemental Mailing	$.35 per Ballot	$.15 per Ballot

Fred DeMarco ColorSource,Inc

435 Commerce Lane, West Berlin, NJ 08091 856-488-8100 800-554-9169 Fax 856-488-9181

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than $17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: ColorSource, Inc_____
Signed: _____ Title: President
Print Name: Fred DeMarco Date: 12/10/2025

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than $17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

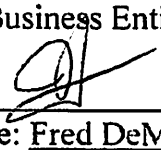
Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name
		NONE

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: ColorSource, Inc

Signed: 

Title: President

Print Name: Fred DeMarco

Date: 12/10/2025

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.