



Penn Medicine

Employee Assistance Program

Penn Medicine EAP
Proposal for Employee Assistance Program (EAP)
for County of Gloucester

RFP # 22-036

May 16, 2023
10:00am

Presented by:

Benjamin D. Evans
Senior EAP Account Management
Penn Medicine EAP
3535 Market St Suite 300 Philadelphia, PA 19104
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evansben@upenn.edu

| Implementation Task | June | July | August |
|--|-------------|------|--------|
| <ul style="list-style-type: none"> • Coordination of all services • Review of Needs Fulfillment | | | ■ ■ |
| <u>Review Reporting Requirements</u> | | | |
| <ul style="list-style-type: none"> • Report format • Reporting Customization • Set up Quarterly Report Generation | ■ ■ ■ | | |

Cost Proposal

The following budget was designed specifically for County of Gloucester to meet or exceed the scope of services requested. The annual cost assumes County of Gloucester employs 1,350 employees.

| | Counseling Benefits | Cost PERM | Description of Benefit |
|---|---|--|---|
| A | Up to 3 face-to-face or virtual counseling sessions | \$1.17 | EAP counseling includes up to 3 face-to-face or virtual sessions per unique topic. It is free to the member, available to employees, spouses, and dependents under the age of 26 and completely confidential. |
| | Work / Life Benefits | Additional Cost | Description of Benefit |
| B | Work Life Website and App | Included in Base | Work Life resources such as articles, videos, podcasts, webinars, and more are available to all employees and their eligible dependents through a custom web portal and web-based app. |
| | Legal assistance consultation | Included in Base | Legal assistance is available with an initial 30-minute free legal consultation per topic. If the member chooses to retain the attorney, the member will receive a 25% discount. |
| | On-site and virtual support and intervention | Additional Cost | Description of Benefit |
| C | Critical Incident Response | Included in Base | On-site and virtual support for individual or group critical incident interventions. |
| | Resources for Leadership | Additional Cost | Description of Benefit |
| | Consultations with Human Resources and managers | Included in Base | Consultations with Human Resources personnel, managers and supervisors regarding specific behavioral health issues and policies. |
| D | Customized behavioral health trainings for managers | 1 Yearly Training Included in Base \$350 per Training thereafter | Customized behavioral health trainings for managers and supervisors. |
| | Supervisory and Management Orientations (on-site and virtual available) | Included in Base | Orientations on-site and virtual are available for supervisors and managers to better understand the EAP benefit and how they can utilize it to support their staff. |
| E | Employee Education | Additional Cost | Description of Benefit |

| | | | |
|---|--|--|---|
| | Employee Orientation | Included in Base | Employee orientations give employees an understanding of their EAP program and how it benefits them, their spouses; and dependents. Penn Medicine EAP's orientations are designed to familiarize and acquaint employees with EAP services. |
| | Wellness Trainings | 1 Included in Base \$250 a training there after | Wellness trainings are offered in-person and virtual on various wellness and behavioral health topics. Penn Medicine EAP has developed an array of trainings that can be customized to the specific population it is being presented to. |
| | Specialized Work/Life Trainings | \$425 per training | Penn Medicine EAP has the ability to create and develop specialized training to meet the specific needs of your organization. These are topics that our experience staff would create and produce uniquely to your organization. |
| | | | |
| F | Employer Referral | Additional Cost | Description of Benefit |
| | Mandatory referral | Included in Base | Employees who violate corporate policies such as drug and alcohol use or create a safety risk at the worksite can be mandatory referred to the Employee Assistance Program through the Human Resources Department. |
| | Promotional Material | Additional Cost | Description of Benefit |
| | Wallet Cards | Included in Base | Wallet cards with the toll-free number and EAP and Work Life Topics |
| | Brochures | Included in Base | EAP and Work Life Bi-Fold Brochure that give an overview of the services and benefits available to the employee and their eligible family members. |
| | Magnets | Included in Base | Magnets with the EAP and Work Life toll free number for employees to put on their refrigerator or desk. |
| | Posters | Included in Base | Poster with the EAP and Work Life toll free number are available to advertise and encourage staff to access their benefit. |
| | Monthly Newsletter | Included in Base | A monthly newsletter is produced with relevant behavioral health and wellness topics. The newsletter also promotes the online seminar available live each month via the Work Life website and Life Expert. |
| H | Substance Abuses Professional Services | Additional Cost | Description of Benefit |
| | Substance Abuses Professional Services | 3 Cases Included in Base \$250 a case there after | Penn Medicine EAP has experience Substance Abuses Professionals (SAP) on staff to assess, counsel, refer to treatment (when needed) as well as track the compliance and communicate that back to HR for individuals with substance abuse issues or impairment in the workplace. |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|--|
| PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: PHILADELPHIA.CERTS@MARSH.COM | | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: | |
| J24356-Penns-Casua-23-24 | | INSURER(S) AFFORDING COVERAGE | |
| INSURED TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA ATTN: MR. BENJAMIN EVANS 2929 WALNUT STREET, FMC TOWER 4TH FLOOR, STE. 460 PHILADELPHIA, PA 19104 | | INSURER A: Pinnacle Consortium of Higher Ed VT RRRG INSURER B: Safety National Casualty Corporation INSURER C: Genesis Insurance Company INSURER D: N/A INSURER E: N/A INSURER F: N/A | |
| | | NAIC # 11980 15105 38962 N/A N/A N/A | |

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL. SUBR. INSD. WVD. | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|--|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | PCHE2023-09 | 07/01/2023 | 07/01/2024 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | CA 6675677 SELF-INSURED FOR PHYSICAL DAMAGE | 07/01/2023 | 07/01/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | YUB 301090P | 07/01/2023 | 07/01/2024 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | PROFESSIONAL LIABILITY | | PCHE2023-09 | 07/01/2023 | 07/01/2024 | EACH CLAIM \$ 5,000,000 AGGREGATE \$ 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance for The Trustees of the University of Pennsylvania – RE: professional employee assistance program between Penn Behavioral Health Corporate Services and the County of Gloucester. The County of Gloucester and board of Chosen Freeholders It's Dept and Agencies, et. al. is included as additional insured.

CERTIFICATE HOLDER

County of Gloucester
Board of Chosen Freeholders
P.O. Box 337
Woodbury, NJ 08096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY
BUREAU OF WORKERS' COMPENSATION
651 BOAS STREET, 8TH FLOOR
717-783-4476**

**ORDER EXEMPTING AN EMPLOYER FROM INSURING ITS LIABILITY TO
PAY COMPENSATION AS PROVIDED UNDER ARTICLE III OF
THE WORKERS' COMPENSATION ACT
(Section 305)**

Permit Issue Date: 05/18/2023

TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA (0934)

(EMPLOYER)

2929 WALNUT ST, PHILADELPHIA, PA 19104-5099

(ADDRESS)

WHEREAS, the legal entities listed on the attached Exhibit A are employers in the Commonwealth of Pennsylvania and are subject to the Workers' Compensation Act or the Pennsylvania Occupational Disease Act, or both (the "Acts"), and

WHEREAS, the above named applicant has applied to the Department of Labor and Industry (the "Department") for the privilege of the listed employers being exempt from the requirement of insuring their liability to pay compensation as provided under the Acts, such exemption being commonly referred to as self-insurance status, and

WHEREAS, the applicant has agreed to pay all compensation as provided under the Acts and to fairly administer the Acts in accordance with the rules and regulations of the Department and has guaranteed the payment of the listed employers' workers' compensation liability.

WHEREAS, the Department has determined that the applicant possesses the financial ability to pay compensation under the provisions of the Acts and has satisfied all conditions under the rules and regulations of the Department for the listed employers to be exempt from insuring their liability to pay compensation.

NOW THEREFORE, the Department hereby exempts the listed employers from the necessity of insuring their liability to pay compensation as provided for and subject to the Acts and authorizes them to operate as self-insures for the exclusive periods listed on the Exhibit A.

IN WITNESS THEREOF, the Department has caused this permit to be executed by its duly constituted officials as of the day and year first above written.

DEPARTMENT OF LABOR AND INDUSTRY

A handwritten signature in dark ink, appearing to read "Marianne H. Saylor".

**Marianne H. Saylor, ESQ., Director
Bureau of Workers' Compensation**

Date: 05/18/2023

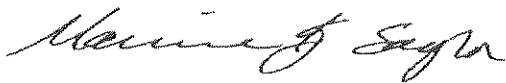
SELF-INSURANCE PERMIT
ADDENDUM LISTING SELF-INSURED EMPLOYERS

The following employers are authorized to self-insure their workers' compensation liability under the permit issued to Trustees of the University of Pennsylvania on 05/18/2023.

| Self-Insured Employers | Insurer Code | Authorized From: | Self-Insured To: |
|--|---------------------|-------------------------|-------------------------|
| TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA | 0934 | 04/01/2023 | 04/01/2024 |
| PENNSYLVANIA HOSPITAL OF THE UNIV OF PA HEALTH SYSTEM | 0952 | 04/01/2023 | 04/01/2024 |
| PRESBYTERIAN MEDICAL CENTER OF THE UNIV. OF PA HEALTH SYSTEM | 1124 | 04/01/2023 | 04/01/2024 |
| PENNSYLVANIA CENTER FOR REHABILITATION AND CARE | 1311 | 04/01/2023 | 04/01/2024 |
| CHESTER COUNTY HOSPITAL | 5205 | 04/01/2023 | 04/01/2024 |
| TURKS HEAD HEALTH SERVICES, INC. | 5208 | 04/01/2023 | 04/01/2024 |
| CLINICAL CARE ASSOC OF THE UNIVERSITY OF PA HEALTH SYSTEM | 6076 | 04/01/2023 | 04/01/2024 |
| WISSAHICKON HOSPICE OF THE UNIVERSITY OF PA HEALTH SYSTEM | 6286 | 04/01/2023 | 04/01/2024 |
| THE CHESTER COUNTY HOSPITAL & HEALTH SYSTEM | 6701 | 04/01/2023 | 04/01/2024 |
| NEIGHBORHOOD VISITING NURSE ASSOCIATION | 6804 | 04/01/2023 | 04/01/2024 |
| NEIGHBORHOOD HEALTH AGENCIES, INC. | 6805 | 04/01/2023 | 04/01/2024 |

This Self-Insurance Permit Addendum is issued on the above indicated date and shall supersede any and all such addendums previously issued as part of the self-insurance permit.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY
BUREAU OF WORKERS' COMPENSATION
By:



Marianne H. Saylor, ESQ.
Director
Bureau of Workers' Compensation

6/7/23

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
PENN MEDICINE EAP**

THIS CONTRACT is approved this 7th day of **June, 2023**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **PENN MEDICINE EAP**, with offices at 3535 Market Street, Suite 300, Philadelphia, PA 19104, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County to contract for professional services in the provision of a Professional Employee Assistance Program ("EAP") to benefit County employees, as per RFP-23-036.

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

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4.

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 OF SERVICES**. This Contract shall be effective for a period of one (1) year from June 26, 2023 to June 25, 2024.

2. **COMPENSATION**. Contractor shall be compensated in an amount not to exceed \$25,000.00 pursuant to the unit prices set forth in and subject to all terms and provisions of the Contractor's proposal dated May 16, 2023, submitted in response to the County's Request for Proposal, RFP-23-036.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 a Professional Employee Assistance Program to benefit County employees, as set forth in **RFP-23-036**, and Contractor's Proposal submitted May 16, 2023, which is incorporated herein as Exhibit A and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP-023-036.

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 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.

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.

5. **LICENSING.** If the Contractor, or any of its agents, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 and/or subcontractors.

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

a. Pursuant to the termination provisions set forth in the Bid Specification, 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, 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, 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 harmless from, and shall indemnify the County 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 disability, 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 negligent acts or omissions 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract 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, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which 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 services which 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 expenses 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. **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

13. **PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.

14. **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.

15. **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.

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

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

18. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-23-036 issued by the County, and the Contractor's Proposal. Should there occur a conflict between

this Contract or **RFP-23-036**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of the date first written above.

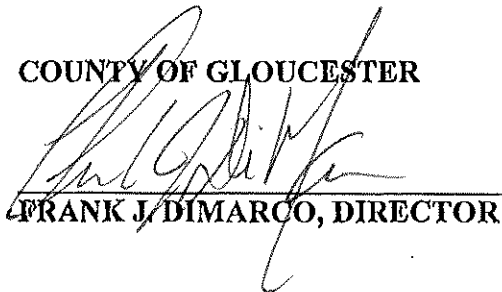
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of Chosen Freeholders passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its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

ATTEST:



**LAURIE J. BURNS,
CLERK OF THE BOARD**

COUNTY OF GLOUCESTER

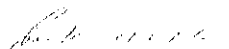


FRANK J. DIMARCO, DIRECTOR

ATTEST:

Cynthia Romanelli

PENN MEDICINE EAP



6/21/2023

By: PATRICK M. MAHANGER

**Title: Chief Operating Officer
Department of Psychiatry
Penn Medicine**