

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
BRIMEX MEDICAL, INC.  
DBA VISITING ANGELS**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of July, 2024, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **BRIMEX MEDICAL, INC. DBA VISITING ANGELS**, with offices at 397 Bridgeton Pike, Mantua, New Jersey 08051, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, the County requires a Contractor to provide homemaking/housekeeping services at the direction of the Division of Human and Disability Services through the Disability Services and the Blind/Visually Impaired Programs; and

**WHEREAS**, the 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 the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective from July 1, 2024 to December 31, 2024.
2. **COMPENSATION**. Contract shall be compensated at the rate of \$33.95 per hour, for an amount not to exceed \$2,500.00.

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

The 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 and include a detailed description of all services. 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 the 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 specifications identified as Support Services Program Quote, which is incorporated herein and made a part hereof by reference.

The Contractor agrees that it has or will comply with, and where applicable should continue throughout the period of this contract to comply with, all of the requirements of the bid documents.

**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 the County specifications, which are specifically referred to and incorporated herein by reference.

B. If the 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, 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 the 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.** The 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. The Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If the Contractor is a member of a profession that is subject to suit for professional malpractice, then the 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. The 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 the Contractor either refuse or neglect to perform the service that the 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.** The 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 the 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. **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.

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

19. **CONFLICT OF INTEREST.** The 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.

20. **CONFIDENTIALITY.** The 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 consists of this Contract and the specifications identified as Support Services Program Quote, which is referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail.

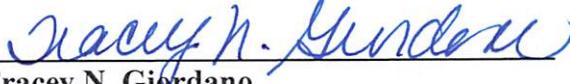
**IN WITNESS WHEREOF**, pursuant to N.J.S.A. 40A:11-3, and authorized by Resolution, the County has caused this instrument to be signed by its Chief Financial Officer, and attested by its Purchasing Agent, and Contractor has caused this instrument to be signed and attested by its properly authorized representatives.

**THIS CONTRACT** is executed this    day of July, 2024.

**ATTEST:**

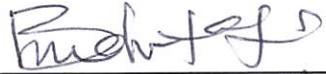
  
\_\_\_\_\_  
Kimberly Larter,  
Qualified Purchasing Agent

**COUNTY OF GLOUCESTER**

  
\_\_\_\_\_  
Tracey N. Giordano,  
Treasurer/CFO

**ATTEST:**

**BRIMEX MEDICAL, INC.**  
**DBA VISITING ANGELS**

  
\_\_\_\_\_  
Name: Frank Mustafa  
Title: Director

**SUPPORT SERVICES PROGRAM**  
**QUOTE TO PROVIDE SERVICES FOR GLOUCESTER COUNTY BLIND/VISUALLY**  
**IMPAIRED PROGRAM - CALENDAR YEAR 2024**

The Division of Human and Special Services provides Homemaker Services to eligible disabled senior persons under the Blind/Visually Impaired Program and the Division of Human and Special Services Program.

The services sought include Homemaker Services:

**Homemaker Services** includes assisting the senior with instrumental activities of daily living (IADL's); such tasks that require dexterity, mobility or cognitive abilities that may be impaired by the process of aging as well as the loss of sight. These services may include, but are not limited to meal preparation, cleaning, and housekeeping – to include personal laundry, thorough cleaning of all living spaces including bathroom/kitchen areas, shopping and performing essential errands.

The goal with providing these services is to assist seniors with maintaining their independence along with a sense of dignity. Additionally, interaction with a homemaker can brighten a senior's day and reduce feelings of loneliness/depression. The services provided can also increase a senior's comfort while reducing stress caused by inability to take care of their own needs.

We are looking for an agency or agencies to provide the above services from July 1, 2024, through December 31, 2024, on a **consistent and reliable basis**. Spending will be on an as needed basis with a minimum amount of \$0 and a maximum of \$2,500 with an hourly reimbursement rate commensurate with services provided.

Please answer the following questions:

1. Can your agency provide services in all areas of Gloucester County? If not, please list specific areas which you cannot assist.

Yes, we provide services to all of Gloucester County.

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2. Does your agency provide homemaker services? Of the services listed above are there any which your agency would be unwilling or unable to perform? Please specify.

Yes. Our services include homemaker services

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3. Once a client referral is sent to your agency, how is this referral processed (who would screen for services, how long until services can be provided)?

We have a scheduler that will contact the client and schedule an assessment for services to start. Generally, services start within a week.

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4. What time of day and what days of the week can services be made available? Is there a current waiting list for homemaker services?

We provide services all day of the week and there is no waiting list.

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5. Do you have personnel to handle 2 to 6 hours/per week/per client to satisfy homemaker visits? Keep in mind that many of these client visits may only be once per week, whereas others may be twice or more per week.

Yes, we have enough staff to cover referrals.

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6. What is the grievance procedure for your agency should a client experience a problem or concern with a homemaker providing services?

We encourage clients to contact the office for an concerns or grievance

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7. Please list the cost of your services.

Hourly Rate is \$33.95

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**Please include updated insurance information, and if you are a new agency to us, please include three references.**

Please return one (1) original and two (2) copies of this document to:

Lisa A. Cerny, Director  
GC Division of Human & Special Services  
115 Budd Blvd  
West Deptford, NJ 08096

Please return by close of business Friday, June 14<sup>th</sup>  
If selected, a notification letter will be mailed.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/14/2024

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		CONTACT NAME: Stacy DuPont	
J.A. Price Agency, Inc. 6640 Shady Oak Road, Suite 500		PHONE (A/C. No. Ex): (952) 944-8790	
		FAX (A/C. No.): (952) 944-0097	
		E-MAIL: stacy.dupont@japrice.com	
		ADDRESS:	
		INSURER(S) AFFORDED COVERAGE	NAIC #
Eden Prairie		INSURER A: Massachusetts Bay Ins Co	22306
INSURED		INSURER B: ARI Insurance Company	13900
Brimex Medical Inc., DBA: Visiting Angels 397 Bridgeton Pike		INSURER C:	
		INSURER D:	
Manua		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 24-25		REVISION NUMBER:		
<p>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.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL/SUBR/INSD WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ZDXA326048	06/15/2024	06/15/2025	EACH OCCURRENCE \$ 1,000,000
	Physical/Sexual Abuse					DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 100,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
A	GENL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC		ZDXA326048	06/15/2024	06/15/2025	PRODUCTS - COMP/OP AGG \$ Included
	OTHER					Professional Liability \$ 1,000,000
						COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
A	AUTOMOBILE LIABILITY  ANY AUTO		ZDXA326048	06/15/2024	06/15/2025	PROPERTY DAMAGE (Per accident) \$
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					
	Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					
						AGGREGATE \$
B	DED <input type="checkbox"/> RETENTION \$		PWC1124317	06/15/2024	06/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N					
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
A	Theft of Client's Property		ZDXA326048	06/15/2024	06/15/2025	EL EACH ACCIDENT \$ 100,000
						EL DISEASE - EA EMPLOYEE \$ 100,000
						EL DISEASE - POLICY LIMIT \$ 500,000
						Aggregate Limit \$ 50,000
						Per Claim Limit \$25,000

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

Locations:

397 Bridgeton Pike, Manua, NJ 08051  
1010 Haddonfield-Berlino Road, Voorhees, NJ 08043  
New Jersey Health Care Bond #RCN0621642 effective 6/15/24-25: Limit-\$10,000

CERTIFICATE HOLDER		CANCELLATION	
Gloucester County New Jersey		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	