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**CONTRACT FOR HOME HEALTH AIDE SERVICES
BETWEEN THE COUNTY
AND VISITING HOMEMAKER AND HEALTH SERVICES, INC.**

THIS CONTRACT is made effective the 1ST day of **January 1, 2016**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 1 North Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **VISITING HOMEMAKER AND HEALTH SERVICES, INC.**, with offices at 204 Creek Crossing Boulevard, Hainesport, New Jersey 08036, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County to obtain home health aide services so that it may make same available to medically indigent County residents through the County's Department of Health and Senior Services; 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 the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period of one (1) year beginning January 1, 2016 and ending on December 31, 2016.

2. **COMPENSATION**. Contractor shall be compensated pursuant to the prices set forth in, and subject to all terms and provisions of, the Description of Services – Attachment A (hereinafter the "Attachment"). The Attachment is incorporated into, and made part of this Contract, by reference, and same is annexed hereto. Contractor shall be paid a minimum amount of Zero, and a maximum amount not to exceed \$10,000.00. This is an open ended contract and as such, the County shall not be required to purchase any minimum amount of services.

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. Invoices and vouchers shall be submitted monthly for any payments sought.

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 as set

forth in the Attachment, which is incorporated by reference in its entirety, and made a part of this Contract. Should there occur a conflict between this form of Contract, and the Attachment, this Contract shall prevail.

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 of any specifications issued by the County regarding the work and materials to be furnished under this Contract.

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 or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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 or sex. 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 or sex.

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.** If the Contractor, or any of its subcontractors, 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.

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

A. Pursuant to any termination provisions set forth in the Attachment annexed hereto, 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.

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 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 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, 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. **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 the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

16. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an employee, nor 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, and the Attachment. Should there occur a conflict between this Contract and the Attachment, then this Contract shall prevail.

THIS CONTRACT is dated this 1st day of **January, 2016.**

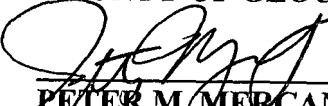
IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him, and set forth in the County Administrative Code, has executed this Agreement; and Contractor's authorized representative has executed this Agreement on the date indicated herein.

ATTEST:



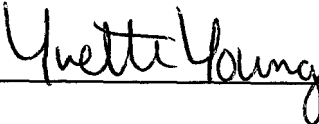
ANDREA LOMBARDI,
PRINCIPAL CLERK

COUNTY OF GLOUCESTER



PETER M. MERCANTI,
PURCHASING DIRECTOR

ATTEST:



YVETTE YOUNG,
PRINCIPAL CLERK

**VISITING HOMEMAKER AND
HEALTH SERVICES, INC.**



BONNIE MANGLE,
DIRECTOR OF SPECIAL PROGRAMS

**DESCRIPTION OF SERVICES-ATTACHMENT A
VISITING HOMEMAKERS & HEALTH SERVICES, INC.
2016 CONTRACT**

1. The Contractor agrees to provide home health aid services which are to meet the personnel and program requirements of the Recognized Public Health Activities and Minimum Standards of Performance for Local Boards of Health, New Jersey Administrative Code (Title VIII, Chapter 51) as revised effective September 1, 1980, insofar as they apply to home health aide services.
2. Payment for services will be at the rate of \$17.00 per hour, with the maximum annual sum not to exceed \$10,000.00. The County will make payments monthly on the basis of activity reports submitted by the Contractor, and approved by the County.
3. The Contractor will submit monthly reports to the County within thirty (30) days after the end of the month in which services were rendered using a reporting format approved by the County and containing the following:
 - a. Patient name
 - b. Date and duration of visit
 - c. Description and type of service
 - d. Summary of patient progress
4. Patient records will be made available to authorized representatives of the County of Gloucester and/or New Jersey State Department of Health as required for fiscal or program audit. It is understood that the confidentiality of such records will be maintained as required by applicable federal and state laws.
5. Where payments are made to the Contractor under the provisions of the Contract and the services are shown not to have been actually provided or are not rendered in accordance with the Contract as shown by official program or fiscal audit, the Contractor shall reimburse the County for payment of those services.
6. The Contractor shall provide Home Health Aides to assist patients:
 - a. with bath, care of mouth, skin, and hair
 - b. to bathroom or using bed pan
 - c. with ambulating, in and out of bed
 - d. with prescribed exercise which the patient and Home Health Aide have been taught by appropriate professional personnel.
 - e. to relearn household skills and activities of daily living.
 - f. with eating and preparing meals including special diet for patient
 - g. with oral medication that can be self-administered
 - h. to perform those household services which will facilitate the patient health care at home and are necessary to prevent or postpone institutionalization.

- i. by accompanying the patient to the physicians or dentists office or medical facility.
 - j. in the use of special equipment, such as, but not limited to, walker, braces, crutches, and wheelchairs.
 - k. by provision of back and foot care.
7. Home Health Aide services shall be provided to patient determined as medically indigent by the Contractor. Documentation of financial assessment shall be maintained and available as described in Paragraph 4 hereof. Determinations of indigence shall be based upon the following:
 - a. clients without medical insurance or third party reimbursement medical coverage; or
 - b. clients whose economic status falls within Title II guidelines of 80% the State median income; or,
 - c. clients for whom prior approval has been obtained for the County.
8. Contractor shall insure that services described in the Contract are accessible and usable by handicapped individuals in accordance with applicable federal and state law.