

County of Somerset New Jersey

PO Box 3000 – 20 Grove Street
COUNTY ADMINISTRATION BUILDING
SOMERVILLE, NJ 08876-1262

PURCHASING DIVISION
MELISSA A. KOSENSKY, RPPO, QPA
Purchasing Agent



PHONE: (908) 231-7043
Fax: (908) 575-3917

NOTICE REQUEST FOR QUOTATIONS

The County of Somerset is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed responses will be received by the Purchasing Agent on or by **March 24, 2022** at **2:00 PM** in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place responses will be opened for:

Sign Language Translator Richard Hall Community Mental Health Center CONTRACT #: RFQ-0025-22

RFQ responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the respondent and the **"RFQ TITLE NAME & CONTRACT #"** on the outside, addressed to Melissa A. Kosensky, Purchasing Agent, at the address above.

Specifications and instructions may be obtained at the Purchasing Office or on the County Website, www.co.somerset.nj.us

Any RFQ Addenda will be issued on the County website, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested respondents should check the website from now through RFQ opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Melissa A. Kosensky, RPPO, QPA
Purchasing Agent
Date Posted to Web: March 8, 2022

1. **Introduction**

The County of Somerset is seeking formal quotations for In-Person and virtual American Sign Language (ASL) services as required by Somerset County Richard Hall Community Mental Health Center (RHCMHC).

2. **Administrative Conditions and Requirements**

The following items express the administrative conditions and requirements of this quotation solicitation process, the subsequent Purchase Order and goods and or services delivery. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Somerset, hereinafter referred to as owners, to determine the quote as non-responsive and will be a factor in the determination of an award of a Purchase Order. The contents of the quote of the successful Respondent, as accepted by the owner, will become part of any Purchase Order awarded as a result of this solicitation.

2.1 **Schedule**

The dates established for respondent proposals, proposal review, contractor selection and project initiation are:

- | | |
|--|-----------------------------|
| 1. Release of RFQ | March 8, 2022 |
| 2. Proposal Due Date | March 24, 2022 at 2:00 P.M. |
| 3. Contract Execution and Project Initiation | March 2022 |

2.2 **Proposal Submission Information**

Submission Date and Time:

March 24, 2022 at 2:00 P.M.

One (1) Original **signed in ink** and one (1) copy.

Three (3) ring binders or elaborate binding is unnecessary.

Submission Office:

Office of the Purchasing Agent
Administration Building – 3rd Floor
20 Grove Street
Somerville, NJ 08876

Clearly mark the submittal package with the title of this RFQ and the name of the responding firm, addressed to the Purchasing Agent. The original quote/proposal shall be **signed in ink** and marked to distinguish it from the one (1) copy. **Faxed or emailed proposals will NOT be accepted.**

Only those RFQ responses received prior to or on the submission date and time will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 **Using Department**

Richard Hall Community Health and Wellness Center
500 North Bridge Street
Bridgewater, NJ 08807

2.4 County Representative for this Solicitation

Please direct all questions in writing to:
Melissa A. Kosensky, RPPO, QPA
Purchasing Agent
Voice: (908) 231-7043
Fax: (908) 575-3917
Email: PurchasingDiv@co.somerset.nj.us

Questions by prospective respondents concerning this RFQ may be addressed to Melissa A. Kosensky, RPPO, QPA, Purchasing Agent for the County of Somerset in writing via fax at 908-575-3917 or by email: PurchasingDiv@co.somerset.nj.us. Please note the aforementioned contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. **NO** employee of the County of Somerset is authorized to give interpretations of any portion of this RFQ or to give information as to the requirements for the RFQ in addition to that already contained in the RFQ unless as a formal addenda.

Interpretations of the RFQ or additional information as to its requirements, when necessary, shall be communicated to prospective respondents **only** by written addendum issued by the Purchasing Agent of the County of Somerset.

Please identify the contract name, number and note Request for Information as the subject line when submitting a request by fax or email.

2.5 Interpretations and Addenda

Respondents are expected to examine the RFQ with care and observe all its requirements. All questions about the meaning or intent of this RFQ, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda posted to website and mailed or delivered to all parties recorded as having received the RFQ package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFQ, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner as noted in 2.6, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 Mandatory EEO/Affirmative Action Evidence – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

1. Goods, Professional Services and Service Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division
- iii. The successful respondent shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" www.state.nj.us/treasury/contract_compliance

2.8.3 Americans with Disabilities Act of 1990 - 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

2.8.4 Ownership Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFQ response/bid or accompanying the RFQ response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate

stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The form shall be signed and submitted with the RFQ proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFQ proposal/bid. Failure to comply requires mandatory rejection of the RFQ proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFQ.

2.8.5 Non-Collusion Affidavit - N.J.S.A. 52:34-15

The Non-Collusion Affidavit, which is part of this RFQ, shall be properly executed and submitted with the RFQ response.

2.8.6 Proof of N.J. Business Registration Certificate - N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, Somerset County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

2.8.7 "Pay to Play" – Notice of Disclosure Requirement

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2.8.8 Assign, Sublet or Transfer Any Rights/Interests

Neither the owner nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the owner and the Contractor.

2.8.9 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

Indemnification

The contractor agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

Insurance Requirements:

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

Professional Liability/Malpractice Insurance Policy (if applicable)

Coverage in the amount of \$2,000,000.00/occurrence, \$4,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for owner.

The contractor shall provide the owner with a Certificate of Insurance naming the County of Somerset as additionally insured, evidencing the existence of required insurance prior to the commission of work. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

Errors and Omissions Insurance

A. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the County from any and all claims that may arise out of or result from the contractor’s performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than \$2,000,000.00 dollars per occurrence and \$4,000,000.00 dollars in the aggregate.

B. Certificates of the Required Insurance
Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the County with a Certificate of Insurance naming the County, its employees, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work.

Somerset County will not accept Mutual Limitation of Liability terms.

2.8.10 Health Insurance Portability and Accountability Act of 1996 - HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

2.8.11 Proof of Licensure

Proof of licensure for providing Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

2.8.12 Disclosure of Investment Activities in Iran – P.L. 2012, c. 25

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this RFQ, the contractor agrees to extend the terms and conditions of this RFQ, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the owner may solicit the goods and/or services from any respondent on this contract.

2.10 Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.11 Reserved

2.12 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.13 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.14 Time of Completion

It is hereby understood and mutually agreed, by and between the respondent and the owner, that the date on which the work shall be substantially complete as specified in the RFQ is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the owner.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the owner, that the time of completion of the services described herein is a reasonable time for the completion of it.

2.15 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.16 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.17 Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the County of Somerset by notice to each party.

2.18 The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

2.19 The terms of this contract shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

2.20 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFQ's.

Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.21 Payment

Invoices shall be submitted monthly and must specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.

Somerset County will provide a sample Progress Report and Invoice for the Hired Consultant to ensure compliance.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

2.22 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.

2.23 Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM/USB flash drive media compatible with the owner's computer operating system windows based, Microsoft Office 2010.

Under state and federal statutes, certain government records are protected from public disclosure. The County, the Contractor and any Subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The County reserves the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

2.24 Source of Specifications/RFQ Packages

Official County Request for Quote (RFQ) packages for routine goods and services are available from www.co.somerset.nj.us at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied RFQ documents.

2.25 Altering Official Document

Respondents shall not write in any margins or alter the official content of Somerset County RFQ document.

2.26 RFQ Preparation of Forms

RFQs **must be signed in ink by the respondent**; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

2.27 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

3. Scope of Work

3.1 Intent

It is the intent of these specifications to describe In-Person and virtual American Sign Language (ASL) services as required by Somerset County Richard Hall Community Mental Health Center (RHCMHC). The County reserves the right to award a pool of contractors for the purpose of coverage.

Contractor shall provide all personnel, labor, tools, supplies, materials, equipment, insurance, incidentals, and a properly equipped service vehicle necessary to provide American Sign Language interpreting services for hearing impaired clients, staff, and visitors.

3.2 Requirements

3.2.1 To provide General Sign Language and Tri-lingual Sign Language Interpreting Services.

This service shall be scheduled on an "as-needed" basis. The estimated hours for each week shall depend on the need of service; hours for each day shall be arranged by mutual consent between Contractor and RHCMHC. (Monthly hours estimate: 12-15)

3.2.2 A sign language interpreter will be responsible for providing interpreting services for hearing impaired clients and staff to understand what is being said in a variety of situations. The interpreter must understand the subject matter so he or she can accurately translate what is being spoken into sign language. The sign language interpreter will be in one-on-one Mental Health Counseling sessions. The Contractor is responsible for assisting hearing impaired individuals understand what is being said in a mental health setting with either the prescriber for evaluation and medication monitoring or the therapist for assessment and counseling. The Contractor must understand the subject matter so he or she can accurately translate what is being spoken into sign language. This is done in person on site at the RHCMHC of Somerset County or virtually with the providers and the client.

3.2.3 Mental health scenarios such as assessments, evaluations, diagnosis, and treatment require critically accurate communication. When more than one language is involved, mental health professionals and those under their care, are presented with additional challenges where communication is especially pivotal when the clients are hearing impaired and use sign language.

3.2.4 All work shall be coordinated and approved by RHCMHC.

3.2.5 Work shall be performed between the hours of 8:30am to 9:00pm, Monday through Thursday and 8:30am to 5:00pm Fridays. (Respondent shall submit their Holiday schedule.)

3.2.6 Contractor shall cooperate with RHCMHC security procedures.

3.2.7 Contractor's duties shall include:

- Interpreting the spoken word into sign language. Carrying out this main duty requires listening, sign language skills and communication skills.
- The contractor may have to do research if he or she is working in a situation involving highly complex mental health concepts and interventions in order to gain an understanding of what will be interpreted.

3.2.8 It is preferred for the sign language translator to have an Associates/Bachelor's degree in psychology or a related field, while required to have the necessary certified training in ASL. Documentation (certification in ASL) shall be submitted with the quote to verify skills and competency in sign language translation. Tri-lingual preferred (English, Spanish ASL).

3.2.9 Contractor shall maintain in effect at all times, during the term of the Agreement, current licenses, certifications, and permits in accordance with Federal, State, and local government requirements.

3.2.10 Contractor shall provide a signed Business Associate Agreement (Attachment A) prior to award.

3.3 COVID-19

3.3.1 Per Governor Murphy's Executive Order#283 signed January 19, 2022. All covered workers and/or their employer must provide adequate proof that they are up to date with their COVID-19 vaccinations and comply as per the Executive Order. Contracted workers are considered covered workers under this order. As such, all contracted employees of the vendor that will be working at any time within the confines of Richard Hall Community Mental Health Center must cooperate and abide with the Administrative Orders issued pursuant to Executive Order#283.

3.3.2 COVID-19 Precautions: All contractors and vendors will follow all COVID-19 protocols as set forth by Richard Hall Community Mental Health Center as it pertains to New Jersey health care settings including, but not limited to:

- Executive order 283: Proof of vaccination status
- Mask wearing
- pre-entry temperature check and COVID Questionnaire.
- All contractors and vendors entering Richard Hall of Somerset County must confirm that they do not have any COVID-19 associated symptoms.
- Any contractors and vendors exhibiting signs or symptoms of COVID-19 or who have tested positive will not be allowed entrance into Richard Hall of Somerset County.

COVID-19 precautions are subject to change as we move through the current Pandemic.

4. Proposal Requirements

4.1 Qualification Statement

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of government agency or comparable private entity.
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments

4.2 Key Personnel Information

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

4.3 Reserved

4.4 Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Cost Form/Signature Page
2. Non-Collusion Affidavit
3. Ownership Disclosure
4. Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda
6. Disclosure of Investment Activities in Iran

4.5 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFQ responses shall remain open for a period of sixty (60) calendar days from the stated submittal. The owner will either award the Contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFQ and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFQ.

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on most advantageous price and other factors. The County reserves the right to reach out to the respondents to get clarification on Proposals on specific items if necessary during the deliberation process.

Evaluation Team – RFQ respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the Purchasing Agent.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

This will be based on the quality of the content of the RFQ and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFQ. The proposals will be evaluated for general compliance with instructions and requests issued in the RFQ. Non-compliance with significant instructions will be grounds for disqualification of proposals.

5.4.1 Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFQ. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.3 Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFQ. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal. (See 4.1 and 4.2).

5.4.4 Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

5.4.5 Cost

County shall pay the industry standard minimum rate of 2 hours at a cost as submitted with the proposal. Additional time beyond the 2 hour minimum will be paid in 15 minute increments. Hourly Rate Cost shall be inclusive of all travel /mileage fees.

5.5 Payment

Invoices shall be submitted monthly and must specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

5.6 Term of the contract

The term of this contract is twelve consecutive months

5.6 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

**COUNTY OF SOMERSET
RFQ DOCUMENT CHECKLIST**

| Required With RFQ | | Read, Signed & Submitted Respondent's Initial |
|-------------------------------------|---|--|
| A. | <u>FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF RFQ</u> | |
| <input checked="" type="checkbox"/> | Ownership Disclosure Form | _____ |
| <input checked="" type="checkbox"/> | Non-Collusion Affidavit | _____ |
| <input checked="" type="checkbox"/> | Required Evidence EEO/Affirmative Action Regulations Questionnaire- Submit Copy of State Certificate of Employee Information Report | _____ |
| <input checked="" type="checkbox"/> | Proposal Cost Form/Signature Page | _____ |
| <input checked="" type="checkbox"/> | Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) | _____ |
| <input checked="" type="checkbox"/> | Disclosure of Investment Activities in Iran - Submit with response | _____ |
| <input type="checkbox"/> | Other: | _____ |
| B. | <u>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</u> | |
| <input checked="" type="checkbox"/> | Business Registration Certificate – Respondent – Prefer with RFQ Response. Required by Law prior to award of contract | _____ |
| <input type="checkbox"/> | Business Registration Certificate – Designated Subcontractor(s) – Prefer with RFQ Response. Required by Law prior to award of contract | _____ |
| <input checked="" type="checkbox"/> | License(s) or Certification(s) Required by the Specifications (Sections 3.2.7 and 3.2.8) | _____ |
| <input checked="" type="checkbox"/> | Certificates of the Required Insurance naming County Additionally Insured – Prefer with RFQ Response. Required prior to award of contract | _____ |
| <input checked="" type="checkbox"/> | Business Associate Agreement – Prior to Award | _____ |
| <input checked="" type="checkbox"/> | Disclosure of Investment Activities in Iran - Submit with response | _____ |
| C. | <u>FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF RFQ <u>MAY</u> BE CAUSE FOR REJECTION</u> | |
| <input type="checkbox"/> | Qualification Statement | _____ |
| <input type="checkbox"/> | Key Personnel Information | _____ |
| <input checked="" type="checkbox"/> | Three (3) references for similar projects | _____ |
| <input type="checkbox"/> | Projected project plan and timeline (Gantt Chart) | _____ |
| <input checked="" type="checkbox"/> | Other: Vendor's Holiday Schedule | _____ |
| D. | <u>READ ONLY</u> | |
| | Americans With Disability Act of 1990 Language | _____ |

This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

PROPOSAL COST FORM/SIGNATURE PAGE

TO THE COUNTY OF SOMERSET BOARD OF COUNTY COMMISSIONERS:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

**Sign Language Translator Richard Hall Community Mental Health Center
CONTRACT #: RFQ-0025-22**

| General Sign Language Interpreting: | Initial Industry Standard 2 Hour Rate | Additional Time to be Charged at Increments of 15 Minutes |
|--|--|--|
| Day (9 A.M.- 5 P.M.) | \$ /2hr | \$ /15 min |
| Night (5 P.M.-9 P.M.) | \$ /2hr | \$ /15 min |
| Holidays (24 hours) * | \$ /2hr | \$ /15 min |

| Trilingual Sign Language Interpreting: | Initial Industry Standard 2 Hour Rate | Additional Time to be Charged at Increments of 15 Minutes |
|---|--|--|
| Day (8 A.M.- 5 P.M.) | \$ /2hr | \$ /15 min |
| Night (5 P.M.-8 A.M.) | \$ /2hr | \$ /15 min |
| Holidays (24 hours) * | \$ /2hr | \$ /15 min |

*Vendor to provide Holiday Schedule

The undersigned is a _____ (Corporation)
 _____ (Partnership) under the laws of the State of _____ having its
 _____ (Individual)

Principal office at _____

 Company Federal I.D. # or Social Security #

 Address

 Signature of Authorized Agent Type or Print Name

 Title of Authorized Agent Date

 Telephone Number Email Address

 Fax Number



County of Somerset New Jersey

PO Box 3000 – 20 Grove Street
COUNTY ADMINISTRATION BUILDING
Somerville, NJ 08876-1262
PHONE: (908) 231-7043 FAX: (908) 575-3917



OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ **VENDOR {BIDDER}:** _____

PART 1

**PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX.
ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO
COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2**

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | <u>YES</u> | <u>NO</u> |
|--|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2–4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answer to Question 3 is " YES ", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW. | | |

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2–4 ANSWERED AS "YES".

If you answered "**YES**" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

| | | | |
|------------------|--------------|------------|-------|
| NAME | _____ | | |
| ADDRESS 1 | _____ | | |
| ADDRESS 2 | _____ | | |
| CITY | STATE | ZIP | _____ |
| | | | |
| NAME | _____ | | |
| ADDRESS 1 | _____ | | |
| ADDRESS 2 | _____ | | |
| CITY | STATE | ZIP | _____ |
| | | | |
| NAME | _____ | | |
| ADDRESS 1 | _____ | | |
| ADDRESS 2 | _____ | | |
| CITY | STATE | ZIP | _____ |
| | | | |
| NAME | _____ | | |
| ADDRESS 1 | _____ | | |
| ADDRESS 2 | _____ | | |
| CITY | STATE | ZIP | _____ |

Attach Additional Sheets If Necessary

PART 2 continued

PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES

| | | |
|---------------------|--------------|------------|
| ENTITY NAME | | |
| PARTNER NAME | | |
| ADDRESS 1 | | |
| ADDRESS 2 | | |
| CITY | STATE | ZIP |

| | | |
|---------------------|--------------|------------|
| ENTITY NAME | | |
| PARTNER NAME | | |
| ADDRESS 1 | | |
| ADDRESS 2 | | |
| CITY | STATE | ZIP |

| | | |
|---------------------|--------------|------------|
| ENTITY NAME | | |
| PARTNER NAME | | |
| ADDRESS 1 | | |
| ADDRESS 2 | | |
| CITY | STATE | ZIP |

Attach Additional Sheets If Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

PART 3

PUBLICLY TRADED PARENT COMPANY DISCLOSURE

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

| <u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u> | <u>PAGE #</u> |
|--|----------------------|
| | |
| | |
| | |

Attach Additional Sheets if Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Somerset, NJ is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County to notify the County in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter Vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN

**COUNTY OF SOMERSET
NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of _____

County of _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the Company of _____
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP numbered _____,
(Contract #)

and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above numbered project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the County of Somerset relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(Name of Firm/Company)

(Signature of Affiant)

(Type of Print Name of Affiant)

**COUNTY OF SOMERSET
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful respondents are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photo static copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photo static copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

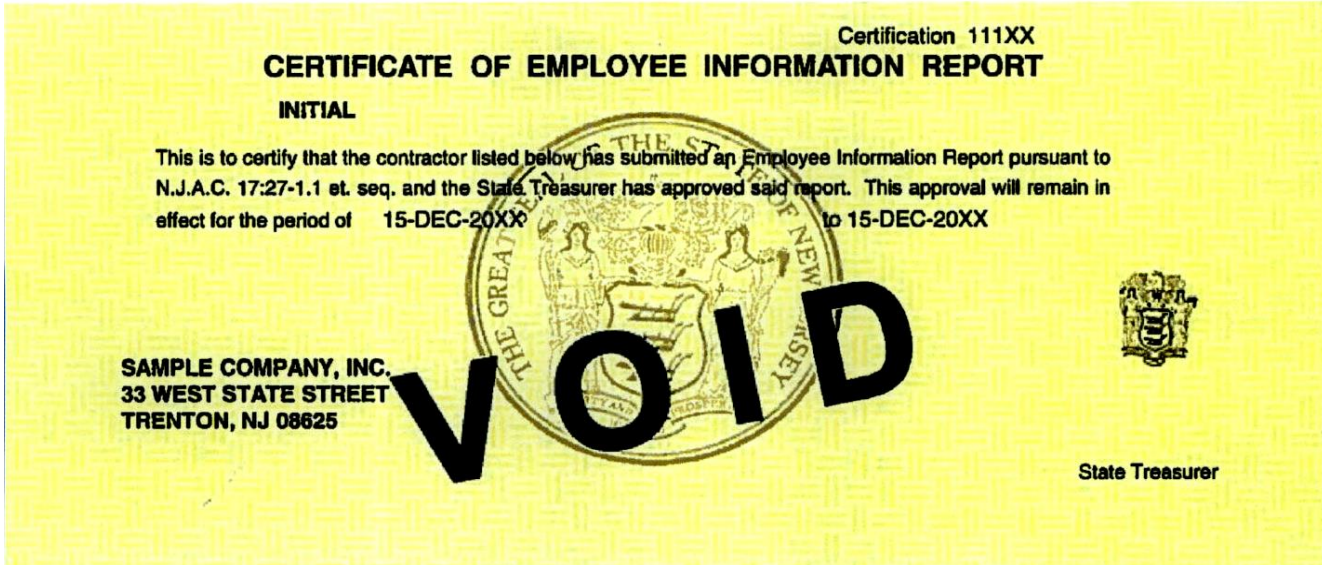
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT



COUNTY OF SOMERSET

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The Contractor and the Owner, do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C.* S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

COUNTY OF SOMERSET

THESE ARE **SAMPLES** OF THE **ONLY** TWO ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES

PREFER SUBMITTED WITH RFQ RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08644-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION


TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107330

ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04

EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

COUNTY OF SOMERSET, NEW JERSEY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

| ADDENDUM NUMBER | DATE | ACKNOWLEDGE RECEIPT (Initial) |
|----------------------------|-------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

County of Somerset, New Jersey

Disclosure of Investment Activities in Iran

| | |
|---------------------|--|
| Bidder Name: | |
|---------------------|--|

Part 1: Certification

*BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.***

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder’s proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Check the Appropriate Box

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

| |
|---|
| PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you. |
|---|

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Somerset is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Somerset to notify the County of Somerset in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Somerset and that the County of Somerset at its option may declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|---------------------------|--|---------------|--|
| Full Name (Print): | | Title: | |
| Signature: | | Date: | |

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) was entered into on _____, by and between Richard Hall Community Mental Health Center, located at 500 North Bridge Street, Bridgewater, New Jersey, 08807, and _____, located at _____, (STATE) (ZIP). Richard Hall, which is the Covered Entity, is referred to below as “CE.” _____ (Name of Company) _____, which is the Business Associate, is referred to below as “BA.”

RECITALS

- A. This Agreement is entered into by CE and BA for the purposes of complying with privacy and security regulations issued by the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”).
- B. CE is a covered entity as such term is defined under HIPAA, and as such is required to comply with the requirements thereof regarding the confidentiality and privacy of Protected Health Information (“PHI”) (defined below).
- C. BA provides services to or on behalf of CE pursuant to the terms of agreement, between CE and BA (the “Service Agreement”), that may require CE to disclose individually identifiable health information to BA, some of which may constitute Protected Health Information (“PHI”) (defined below).

NOW THEREFORE, in consideration of the promises and mutual agreement contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as set forth below.

AGREEMENT1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

1. “Breach” shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 164.402.
2. “Business Associate” shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.
3. “Covered Entity” shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.
4. “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 164.501.
5. “Disclosure” shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.
6. “Electronic Protected Health Information” or “ePHI” shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.
7. “Individual” shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.
8. “Minimum Necessary” shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. §§ 164.502(b) and 164.514(d).
9. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
10. “Protected Health Information” or “PHI” shall have the meaning given to such term in 45 C.F.R.

- §§160.103 and 164.501, and is the information created or received by BA from or on behalf of CE.
11. “Required By Law” shall have the meaning given to such term in 45 C.F.R. § 164.103.
 12. “Secretary” shall have the meaning given to such term in 45 C.F.R. § 160.103.
 13. “Security Incident” shall have the meaning given to such term under the Security Rule, including but not limited to, 45 C.F.R. § 164.304.
 14. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C.
 15. “Subcontractor” shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.
 16. “Unsecured Protected Health Information or PHI” shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 164.402.
 17. “Use” shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

1. Uses and Disclosures of PHI.

- i. BA’s Access to CE’s PHI – BA may access, use and disclose CE’s PHI as required or as reasonably necessary for BA to satisfy its obligations under this Agreement, including any Exhibits and Schedules thereto, which may include, but not be limited to, accessing and using CE’s PHI to perform functions related to this Agreement. Nothing in this Agreement is intended or authorizes the BA to use or disclose CE’s PHI in any manner that would violate the requirements of the Privacy Standards if same was done by CE. BA shall not use or disclose PHI other than permitted by this Agreement or required by local, state and/or federal HIPAA and privacy laws.
- ii. Compliance with Legal Standards – All uses and disclosures of CE’s PHI shall be in compliance with the requirement and restrictions set forth in HIPAA. In performing the BA obligations under this Agreement, BA shall not use or disclose CE’s PHI in any manner that would constitute a violation of this Agreement and applicable local, state and/or federal HIPAA and privacy laws, including HIPAA, or, other than permitted by Section 1(iii) and 1(iv), where such use or disclosure if done by CE would violate the Privacy Rule. To the extent BA performs an obligation of CE’s under the Privacy Rule, BA will comply with the applicable provisions of the Privacy Rule, which would apply to CE in the performance of such obligation.
- iii. Management and Administration – To the extent that and for the duration of time that BA is holding and maintaining PHI on behalf of CE, unless otherwise prohibited under this Agreement or applicable law, BA may, if reasonably necessary, with prior notice to CE consistent with section 6(2), use CE’s PHI for Business Associate’s own internal management and administration purposes or to carry out its own internal legal responsibilities, including its obligations under this Agreement. BA may disclose CE’s PHI, if reasonably necessary, for BA’s proper management and administration or to carry out the legal responsibilities of the BA, provided that with regard to any such re-disclosure of CE’s PHI: (a) the re-disclosure is either Required by Law or (b) BA obtains reasonable assurances from the person or entity to whom the information is to be disclosed that CE’s PHI will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies BA of any instances of which it is aware in which the confidentiality of CE’s PHI has been breached.

- iv. Authorizations and Consents – CE represents and warrants that it has or shall obtain Individuals’ written Authorizations or Consents when required under HIPAA or other applicable local, federal or state law, before providing or disclosing any Individual’s PHI to BA for the purposes described under this Agreement. CE further represents and warrants that it shall not disclose or share any Individual’s PHI with BA if such disclosure or sharing is not legally permitted under any applicable local, federal or state law applicable to CE or CE’s PHI, or if CE has not met the applicable exceptions or consent requirements under state or federal law. CE acknowledges and agrees that BA is relying on CE to obtain all necessary and legally-compliant Authorizations and Consents before CE’s PHI becomes available to BA.
2. Minimum Necessary. BA and its agents or Subcontractors shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. To the extent BA uses or discloses PHI received from, created, or received by BA on behalf of CE, BA will make reasonable efforts to limit PHI to the Minimum Necessary to accomplish the intended purpose of the use, disclosure or request.
3. Access of Individuals to PHI.
 - i. BA shall make PHI maintained by BA or its agents or Subcontractors available to CE for inspection and copying within five (5) business days of a written request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under 45 C.F.R. § 164.524.
 - ii. In the event an Individual or entity requests access to PHI from BA, BA shall forward such request to CE within two (2) business days. CE is responsible for determining what PHI shall be unavailable or available to the Individual pursuant to 45 C.F.R. § 164.524.
 - iii. Any denial of access to PHI determined by CE pursuant to 45 C.F.R. § 164.524, and conveyed to BA by CE, shall be the responsibility of CE, including resolution or reporting of all appeals, and/or complaints arising from denials.
 - iv. BA shall cooperate with CE in a manner that enables CE to meet its obligations under 45 C.F.R. § 164.524.
4. Amendment of PHI.
 - i. In order to allow CE to respond to a request by an Individual for an amendment pursuant to 45 C.F.R. § 164.526, BA shall, within five (5) business days of a written request by CE for PHI about an Individual contained in a Designated Record Set, make such PHI available to CE for so long as such information is maintained in the Designated Record Set.
 - ii. In the event that any Individual requests that the BA amend his/her PHI, BA shall forward such request to CE within two (2) business days. The CE is responsible for determining what PHI is unavailable and available to the Individual pursuant to 45 C.F.R. § 164.526.
 - iii. Any denial of an amendment to PHI determined by CE pursuant to 45 C.F.R. § 164.526, and conveyed to BA by CE, shall be the responsibility of CE, including resolution or reporting of all appeals and/or complaints arising from denials.
 - iv. BA shall cooperate with CE in a manner that enables CE to meet its obligations under 45 C.F.R. § 164.526.
 - v. Within ten (10) business days of receipt of a request from CE to amend an Individual’s PHI in a Designated Record Set, BA shall incorporate any amendments, statements of disagreement, and/or rebuttals approved by CE into its Designated Record Set, as required by 45 C.F.R. §

5. Accounting of Disclosures.

- i. In order to allow CE to respond to a request by an Individual for an accounting of disclosures of a Designated Record Set pursuant to 45 C.F.R. § 164.528, BA shall, within five (5) business days of a CE's written request for an accounting of disclosures of PHI about an Individual, make such information available to CE. At a minimum, BA shall provide CE with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and, if known, the address of such entity or person; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of such disclosure.
- ii. In the event an Individual requests an accounting of disclosures of PHI directly from BA, BA shall forward such request to CE within two (2) business days.
- iii. BA shall implement an appropriate recordkeeping process to enable it to comply with the requirements of 45 C.F.R. § 164.528.
- iv. BA shall cooperate with CE in a manner that enables CE to meet its obligations under 45 C.F.R. § 164.528.

6. Subpoena or Legal Request for PHI. BA shall notify CE within two (2) business days of receipt of any request, subpoena, or other legal process to obtain PHI received from, or created or received by BA on behalf of CE. CE, in conjunction with BA, shall determine whether BA may disclose PHI pursuant to such request, subpoena, or other legal process. BA agrees to comply with CE's determination in such instances. BA agrees to cooperate fully with CE in any legal challenge initiated by CE in response to such request, subpoena, or other legal process. The provisions of this Section shall survive the termination of this Agreement.

7. Reporting Breaches, Improper Disclosures, and Security Incidents.

- i. Breaches. In the event of a Breach of any Unsecured PHI that BA accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of CE, BA shall report such Breach to CE immediately, but in no event more than five (5) days after discovering the breach. Notice of a Breach shall include, at a minimum: (a) the identification of each Individual whose PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during or as a result of the Breach; (b) the date of the Breach, if known; (c) the scope of the Breach; and (d) a description of the BA's response to the Breach. BA shall, in consultation with CE, mitigate, to the extent practicable any harmful effect of such Breach that is known to the BA.
- ii. Improper Disclosures. BA shall report any unauthorized or improper use or disclosure of PHI regarding the terms and conditions of this Agreement or applicable federal and state laws to CE as soon as practicable, but in no event later than five (5) business days of the date on which BA becomes aware of such unauthorized or improper use or disclosure. BA shall, in consultation with CE, mitigate to the extent practicable any harmful effect of such improper disclosures.
- iii. Security Incidents. BA shall report to CE any Security Incident of which it becomes aware within five (5) business days.

8. Safeguards.

- i. BA shall employ appropriate administrative, technical, and physical safeguards, consistent with the size and complexity of BA's operations, to protect the confidentiality and security of PHI that it creates, receives, maintains, or transmits on behalf of CE and to prevent the use or

disclosure of PHI in any manner inconsistent with the terms of this Agreement.

- ii. BA shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of CE. Such safeguards shall include implementing written policies and procedures in compliance with HIPAA and the HITECH Act, conducting a security risk assessment, and training BA employees who will have access to PHI on BA's policies and procedures as required by HIPAA and the HITECH Act.
- iii. BA shall provide CE with a copy of written policies, procedures, and other information about its security program ~~prior to starting work with CE and any of CE's clients.~~
- iv. Subject to the conditions set forth in Section 2.11 of this Agreement, CE shall have the right to audit BA's compliance with its security program and the terms of this Agreement. BA shall cooperate in such audits and shall provide copies of any documents requested by CE in the most efficient manner possible.

9. Availability of Books and Records to CE. Within ten (10) calendar days of a written request by CE, BA and its agents or Subcontractors shall permit CE to audit BA's internal practices, books, and records at reasonable times as they pertain to the use and disclosure of PHI received from, or created or received by BA on behalf of CE in order to ensure that CE and BA are in compliance with the requirements of this Agreement, and to the extent that CE determines such examination is necessary to comply with CE's obligations pursuant to HIPAA. The availability of books and records from BA to CE is subject to the following conditions:

- i. BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection.
- ii. CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of inspection.
- iii. CE shall execute a nondisclosure agreement, under terms mutually agreed upon by the parties, if requested by BA.

The fact that CE inspects, or fails to inspect, or has the right to inspect BA's facilities, systems, books, records, agreements, policies or procedures, does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect, or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or constitute a waiver of CE's rights under the Services Agreement or this Agreement.

10. Governmental Access to Records. BA shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining BA's compliance with the Privacy Rule and the Security Rule. BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Secretary. BA shall provide to CE a copy of such request for information and a copy of any PHI that BA provides to the Secretary concurrently with providing such PHI to the Secretary.

11. Data Ownership of PHI. BA acknowledges that, as between BA and CE, BA has no ownership rights with respect to PHI received from, created for, or used on behalf of CE.

3. OBLIGATIONS OF COVERED ENTITY

1. Obligations. CE warrants that CE, its directors, officers, subcontractors, employees, affiliated agents, and representatives: (a) shall comply with the Privacy Rule in its use or disclosure of PHI; (b) shall not use or disclose PHI in any manner that violates applicable federal and state laws; (c) shall not request BA to use

or disclose PHI in any manner that violates applicable federal and state laws if such use or disclosure were done by CE; and (d) may request BA to disclose PHI directly to another party only for the purposes allowed by the Privacy Rule.

2. Breach. CE shall provide notice to BA of any pattern of activity or practice of BA that CE believes constitutes a material breach or violation of the BA's obligation under the Service Agreement or this Agreement within five (5) calendar days of discovery and shall meet with BA to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
3. Permissible Requests by CE. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA if done by CE, except as permitted pursuant to Section 2.
4. Notice of Privacy Practices. Upon request from BA, CE will provide BA with a copy of its Notice of Privacy Practices.

4. TERM AND TERMINATION

1. Term. This Agreement shall commence on the Commencement Date and shall continue, unless earlier terminated pursuant to the terms and conditions herein. Despite the occurrence of events listed in this section or lack thereof, CE reserves the right to terminate this Agreement with or without cause for any reason or lack thereof, via a written notice given to BA using the means listed herein under section 6.2.
2. Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of this Agreement and shall provide grounds for immediate termination of the Service Agreement, any provision of the Service Agreement to the contrary notwithstanding.
 - i. CE has knowledge of a material breach by BA, and a cure is possible, CE shall provide BA with an opportunity to cure. Where said breach is not cured within ten (10) business days of BA's receipt of notice from CE of said breach, CE shall terminate the Service Agreement.
 - ii. At the expense of BA, CE shall have the right to cure any breach of BA's obligations under this Agreement. CE shall give BA notice of its election to cure any such breach, and BA shall cooperate fully in the efforts by CE to cure BA's breach. All requests from CE to BA for payment for such services shall be paid within thirty (30) business days.
 - iii. In the event that BA or CE has knowledge of a material breach of this Agreement by the other, and a cure is not possible, the non-breaching party shall terminate the portion of the Service Agreement that is affected by the breach. When neither cure nor termination is feasible, the non-breaching party shall report the violation to the Secretary.
3. Judicial or Administrative Proceeding. CE may terminate the Service Agreement, effectively immediately, if: (a) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, or other privacy or security laws; or (b) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, or other privacy or security laws is made in any administrative or civil proceeding in which BA has been joined.
4. Effect of Termination. Upon termination of the Service Agreement for any reason, BA shall return or destroy all PHI that BA or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. BA shall certify in writing to CE that the PHI has been destroyed. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section

2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI impractical. All destruction shall be in accordance with HIPAA, the HITECH Act, and applicable state law.

5. INDEMNIFICATION

1. Indemnification. CE assumes no obligation to indemnify, defend or save harmless BA, its agents, servants, employees and subcontractors, for any claim that may arise out of BA's performance of this Agreement. Furthermore, BA expressly understands and agrees that the provisions of this indemnification clause shall in no way limit BA's obligations assumed in this Agreement, nor shall they be construed to relieve BA from any liability, nor preclude CE from taking any other actions available to it under this Agreement or otherwise at law. BA shall indemnify and hold CE harmless from any and all loss, damages, suits, penalties, expenses, including, but not limited to, reasonable investigation and legal expenses, arising out of or under this Agreement. BA further agrees to indemnify CE from suits or actions of every nature or description brought against it, or damages received or sustained by any party or parties, by or from any of the acts of the BA or its directors, employees, agents or volunteers. In the event of revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, and/or by any cause not within the control of either BA or CE, neither party is responsible for any resulting loss or obligation to fulfill duties as specified in this Agreement when the party whose performance was interfered with and whose actions of reasonable diligence was unable to prevent that party's failure to perform.

6. MISCELLANEOUS

1. Amendment. The parties agree to take such action to amend this Agreement from time to time as is necessary to comply with the requirements of HIPAA.
2. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be delivered personally, by certified mail, return receipt requested, postage prepaid, or by transmission by a telecommunications device, and shall be effective on the earliest of: (a) on the day when personally served, including delivery by overnight mail and courier service; (b) on the third day after its deposit in the United States mail; or (c) on the business day of confirmed transmission by telecommunications device. The addresses of the parties hereto (until notice of a change thereof is served as provided in this Section 6.2) shall be the addresses as listed in the first paragraph of this Agreement.
3. Limitation on Liability. Any limitations of liability as set forth in this Agreement shall not apply to damages related to a breach of BA's privacy or security obligations under the Service Agreement or this Agreement.
4. Disclaimer. CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, or the HITECH Act will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.
5. Certification. To the extent that CE determines that such an examination of BA's security practices is necessary to comply with CE's legal obligations pursuant to HIPAA, CE or its authorized agents or contractors, may examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, or this Agreement.

6. Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any Subcontractors, employees or agents assisting BA in the performance of its obligations under the Service Agreement or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, or other laws relating to security and privacy, except where BA or its Subcontractor, employee or agent is a named adverse party.
7. No Third-Party Beneficiaries. Except as expressly provided for in the Privacy Rule, there are no third party beneficiaries to this Agreement. BA's obligations under this Agreement are owed to CE only.
8. Effect on Service Agreement. Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Service Agreement shall remain in force and effect.
9. Interpretation. The provisions of this Agreement shall prevail over any provisions in the Service Agreement that may conflict with or are inconsistent with any provision in this Agreement. This Agreement and the Service Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HITECH Act.
10. Conflicting Terms. In the event any terms of this Agreement conflict with any terms of the Service Agreement, the terms of this Agreement shall govern and control.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
12. Assign, Sublet or Transfer. Neither CE or BA shall assign, sublet, or transfer any rights or interest contained in this Agreement without prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than CE and BA. CE and BA each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives to the other party with respect all covenants and agreements and obligations of this Agreement.
13. Full Understanding. This Agreement contains the complete terms and reflects BA's and CE's full understanding of the terms contained herein. This Agreement voids and nullifies any and all other Agreements concerning the subject matter herein previously negotiated and/or signed.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement on behalf of the party and on the date set forth below.

COVERED ENTITY

Lida Hartfiel (Owner)

Print Name: Lida Hartfiel (Owner)

Title: Owner, Richard Hall Community
Mental Health Center

Date: _____

BUSINESS ASSOCIATE

Print Name: _____

Title: _____

Company Date: _____

IP Address: _____