2024-372

COUNTY OF UNION

OFFICE OF THE COUNTY COUNSEL
Bruce H. Bergen, Esq., County Counsel

December 30, 2024

VIA EMAIL: USproposals@maximus.com
Teri Manning, Senior Manager
Maximus US Services, Inc.
1600 Tyson Blvd. #1400
McLean, VA 22102
Attention: Kaila Iglehart, Counsel

Re: **Agreement for Medicaid Administrative Support Services**
Resolution No. 2024-774 dated October 9, 2024
Department: Human Services, Div. of Social Services

Dear Ms. Iglehart:

Enclosed please find a fully executed contract relative to the above captioned matter.

If you have any questions, please do not hesitate to contact this office.

Very truly yours,

/s/ Carolyn Sullivan Kropp
CAROLYN SULLIVAN KROPP, ESQ.
Assistant County Counsel

CSK/sn
Enclosure

CC: Clerk of the Board (e-signed copy)
County Counsel (e-signed copy)
Human Services (e-signed copy)
File (e-signed copy)

UNION COUNTY BOARD OF COUNTY COMMISSIONERS

RESOLUTION: 2024-774
OCTOBER 9, 2024
COMMISSIONER SERGIO GRANADOS

WHEREAS, there exists a need for the provision of Medicaid Administrative Support Services at the Department of Human Services, Division of Social Services locations, for the period beginning October 1, 2024 through September 30, 2025, with an option to extend the contract annually, for four (4) one-year extensions at a cost not to exceed $1,139,445.00 for year one and;

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et. seq., this Board determined to implement a "fair and open process" for the procurement of said services; and;

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1(b)(2) the County may procure said services using the Request for Competitive Contracting (RCCP) method; and

WHEREAS, on July 31, 2024 a "Request for Competitive Contract Proposals" (RCCP #5-2024) was issued with proposal responses due and opened on August 29, 2024; and

WHEREAS, having considered the recommendation of the Proposal Review Committee, this Board has determined to award a contract for Medicaid Administrative Support Services for the Department of Human Services, Division of Social Services to Maximus US Services, Inc., and is approved to provide the necessary services to the County of Union; and

WHEREAS, Maximus US Services, Inc., 1600 Tyson Blvd., McLean, Virginia, has agreed to provide the necessary services as outlined above for an amount not to exceed $1,139,445.00;

NOW, THEREFORE, BE IT RESOLVED by the Union County Board of County Commissioners that the County Manager, pursuant to a fair and open competitive contracting process (RCCP#5-2024), is hereby authorized to award a contract to Maximus US Services, Inc, McLean, VA to provide the necessary services, as outlined above, during the initial period of October 1, 2024 through September 30, 2025, with an option to renew the contract annually, for four (4) one-year extensions; and

BE IT FURTHER RESOLVED that the amount not to exceed $1,139,445.00 shall be charged to Account Number G-02-21-470-350-773 ; and

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute said contract, upon approval by the County Counsel's Office, for the aforesaid services.

Sufficiency of Funds Authorized :
Approved as to Form:
Certifying as to an Original Resolution:
Certified as to a True Copy:

✓ Vote Record - Resolution RES-2024-774

☑ Adopted
☐ Adopted as Amended
☐ Defeated
☐ Tabled
☐ Withdrawn

		Yes/Aye	No/Nay	Abstain	Absent
James Baker Jr.		☐	☐	☐	☑
Joseph C. Bodek	S	☑	☐	☐	☐
Michele S. Delisfort		☑	☐	☐	☐
Sergio Granados		☑	☐	☐	☐
Bette Jane Kowalski		☑	☐	☐	☐
Alexandra Michaels	N	☑	☐	☐	☐
Rebecca Lynne Williams		☑	☐	☐	☐
Lourdes M. Luce		☑	☐	☐	☐
Kimberly Palmieri-Mendez		☐	☐	☐	☐

AGREEMENT

THIS AGREEMENT made and entered into this Dec 26, 2024 2024, by and between the **COUNTY OF UNION**, a Body Politic of the State of New Jersey, having its principal place of business at Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey, 07207, hereinafter referred to as **County** and **Maximus US Services, Inc.**, having its principal place of business at 1600 Tysons Blvd., Suite 1400 McLean, VA 22102 hereinafter referred to as **Vendor.**

WITNESSETH, that the **County** and the **Vendor**, for the consideration hereinafter mentioned, mutually covenant and agree as follows:

1. **SCOPE OF WORK**

The **County** shall enter into an Agreement with **Vendor** for the sum not to exceed $1,139,445.00 for the initial one year contract period and, **Vendor** shall furnish all of the services and where applicable, all material, equipment and supplies and perform all of the labor, in a good and workmanlike manner, in accordance with the Agreement, further provide Medicaid Administrative support services in accordance with the **County's** Request for Competitive Contract Proposals ("RCCP 5-2024") issued on July 31, 2024 and **Vendor's** proposal submitted on August 29, 2024 both incorporated herein as part of this Agreement and collectively with this Agreement referred to as the "Contract Documents". **Vendor** shall do everything required by such Contract Documents.

Vendor shall be specifically required to perform the following:

Provide administrative support services for the Intake Family Care and Aged, Blind and Disabled (ABD) units,

- Inputting the Intake paper applications into the Family Care Worker Portal;
- Accessing the Medicaid Eligibility system to review clients/applicants Medicaid status;
- Contacting clients via telephone calls for missing information on the actual applications;
- Submitting and retrieving immigration electronic status requests;
- Identifying unsigned applications and sending pending letters for signature;
- Assistance with processing mail;
- Evaluating information submitted on the applications and establishing missing verifications;
- Submitting a Request for Information letter for missing information;
- Handle RIMS (Returns in the mails) with established RIMS protocols;
- Provide administrative support services for the Redetermination Family Care and ABD units;
- Inputting the redetermination applications into the Family Care Worker Portal;
- Accessing the Medicaid Eligibility system to review clients/applicants Medicaid status;
- Identifying unsigned applications and sending pending letters for signature;
- Contacting the clients via telephone calls for missing information on the actual applications;
- Evaluating the information submitted on the application and establishing missing verification;
- Submitting a Request for Information letter for missing information;
- Handle RIMS (Returns in the mails) with established RIMS protocols;
- Retrieving electronically submitted renewal applications from the Worker Portal and mailing to clients upon request (Invitation Code); and
- Assistance with processing mail.

Vendor shall be required to implement a productivity tracking system and provide the productivity data to the Division of Social Services on a weekly basis, ensuring that productivity standards are met. Productivity information will be required for but not limited to, the number of applications inputted into the system, quantity of participants outreached, the total of applications retrieved online, and the amount of mail processed.

Vendor shall be required to perform services onsite, work cannot be completed remote, and understands that under no circumstances are case records or case materials are to be removed from the Division of Social Services locations.

Vendor will also be required to conduct and provide proof of background checks for all staff members hired to provide Medicaid Administrative support services under this contract. Anyone hired by **Vendor** will be required to sign and adhere to a confidentially agreement supplied by the **County**.

The Department of Human Services, Division of Social Services will be responsible to provide task-specific training related to the scope of services listed in this contract. A training schedule will be provided to **Vendor** employees associated with this contract. The Division of Social Services will also provide computer and systems access and parking onsite as part of this agreement.

Vendor will be subjected to the Union County Department of Human Services Division of Social Services normal business hours and holiday schedule.

Further, the **Vendor** agrees to comply with all Federal and State and local laws applicable to this Agreement.

2. **DATES OF AGREEMENT**

This Agreement shall commence on October 1, 2024 and continue through September 30, 2025. The County, in its sole discretion, with consent of the Vendor, shall have the option to extend the Agreement, for four (4) one-year periods, subject to need and availability of funds.

3. **CONFIDENTIALITY OF DOCUMENTS**

All data, information and documentation arising out of the performance of this Agreement are the property of the **County**. Any data, information or documentation whose premature disclosure would be detrimental to the **County** shall remain confidential and shall only be released to authorized personnel, in accordance with the Open Public Records Act as required by applicable law.

Confidentiality Agreement and Code of Conduct are required for signatures. (See Appendix A)

4. **INSURANCE**

Vendor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Vendor, its agents, representatives, or employees.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The County of Union, its officers, officials, employees, and volunteers are to be covered as additional insureds.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Vendor has no owned autos, Code 8 (hired) and 9 (nonowned), with limits no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** Insurance as required by the State of New Jersey, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

4. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence or claim.

5. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Vendor's profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage - For any claims related to this contract, the Vendor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County of Union, its officers, officials, employees, and volunteers.

Acceptability of Insurers - Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County of Union.

Verification of Coverage - Vendor shall furnish the County of Union with Certificates of Insurance before work begins.

Claims Made Policies – If any coverage required is written on a claims-made coverage form:

- The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

- Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.

- If coverage is cancelled or non-renewed, and not replaced with another claims Made policy form with a retroactive date prior to the contract effective, or start of work date, the Vendor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

Subcontractors - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County of Union is an additional insured on insurance required from subcontractors.
Special Risks or Circumstances – County of Union reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

THIS LANGUAGE MUST BE ADDED TO THE CERTIFICATE OF INSURANCE IN THE DESCRIPTION BOX:

The County of Union, its officers, officials, employees, and volunteers are included as additional insured as required by contract with the County of Union. Coverage shall be on a primary basis as

respects to the County of Union, its officers, official, employees and volunteers.

5. **INDEMNIFICATION**

a. The **Vendor** shall assume all risk of and responsibility for, and agrees to indemnify, defend, and hold harmless the **County**, its Board of County Commissioners, employees, contractors, agents, volunteers from and against any and all claims (including attorney's fees), demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly from the Vendor's work, services, and/or materials supplied under this Agreement.

b. The **Vendor** further agrees that this indemnification includes: claims and damage to property and bodily injury or death, which may arise out of or be caused by the negligent actions, activities or omissions or willful misconduct of the **Vendor**, its employees, subcontractors and agents in connection with the performance of the work or services as outlined in this Agreement.

c. The **Vendor's** indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations herein.

6. **INDEPENDENT CONTRACTOR STATUS**

The **Vendor** and its employees, vendors, subcontractors, agents and representatives are, for all purposes arising out of this Agreement, independent contractors and not employees of the **County**. It is expressly understood and agreed that the **Vendor** and its employees, vendors, subcontractors, agents and representatives shall in no event, as a result of the Agreement, be entitled to any benefit to which **County** employees are entitled to, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

7. **TERMINATION OF AGREEMENT FOR CAUSE**

The **County** may, by written notice of default to the **Vendor**, and without prejudice to any other right or remedy, terminate this Agreement under any one of the following circumstances if the **Vendor** does not cure such default within a period of ten (10) days (or such longer periods as the **County** may authorize in writing) after providing notice to the **Vendor** specifying such failure:

a. If the **Vendor** refuses or fails to supply services called for in this Agreement or fails to meet any criteria defined in the Agreement;

b. If the **Vendor** disregards laws, ordinances, rules, regulations or orders;

c. If the **Vendor** fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms;

d. If the **Vendor** files a petition in bankruptcy, becomes insolvent, ceases its operation, makes an Assignment for the Benefit of Creditors or any similar action that affects the rights, affairs or property of the **County**.

In the event, the Agreement is terminated, all finished and unfinished documents, data, studies and reports prepared by the **Vendor** under this Agreement shall, at the option of the **County**, become the **County's** property and the **Vendor** shall be entitled to reimbursement for any satisfactory work completed.

8. **TERMINATION OF AGREEMENT WITHOUT CAUSE**

This Agreement may be terminated without cause at any time upon thirty (30) days prior

written notice from the **County**. In no event, however, shall the **Vendor** be paid for loss of anticipated profits or consequential damages.

In the event the Agreement is terminated all finished and unfinished documents, data, studies and reports prepared by the **Vendor** under this Agreement shall, at the option of the **County**, become the **County's** property and the **Vendor** shall be entitled to reimbursement for any satisfactory work completed.

9. **CHANGES AND MODIFICATIONS**

The parties may from time to time during the term of the Agreement make changes, extensions of time or other modifications to the Agreement. Such modifications shall only be made in writing and by mutual agreement. Any such changes shall be agreed to by the Director of the applicable department.

Change Orders shall comply with N.J.A.C. 5:30-11 titled Change Orders and Open-End Agreements and subsequent articles of the New Jersey Administrative Code.

10. **SEVERABILITY**

If any provision of this Agreement or application thereof to any person or circumstance, is held invalid or unenforceable, such invalidity will not void the entire Agreement or affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application; rather, the entire agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

Notwithstanding the above, the **Vendor** shall not be relieved of liability to the **County** for damages sustained by the **County** by virtue of any breach of the Agreement.

11. PAYMENT

The **County** shall pay this **Vendor** for the work specified by the Agreement a sum not to exceed $1,139,445.00 for the initial one-year contract period. Unless otherwise stated in the Scope of Work, payment requests shall be submitted to the respective County Department every thirty (30) days. The payment request shall sufficiently detail the work performed, services provided or goods delivered and provide the necessary documentation of same.

Payment to the **Vendor** is to be made within forty-five (45) days after the receipt of **Vendor's** invoice and a properly executed **County** voucher.

12. FORCE MAJEURE

Neither party shall be liable for any damages for failure to perform its obligations under this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to terroristic acts, acts of God, acts of the **County** solely in its sovereign or contractual capacity, fires, floods, war, riot, insurrection, accidents, epidemics, pandemic, or other public health emergencies, quarantine restrictions, freight embargoes, industrial disturbances and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of either the **Vendor** or it subcontractor(s). When such a cause arises, either party shall notify the other immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the

anticipated duration of the inability to perform.

13. DISCRIMINATION

This **Vendor** acknowledges that they have a copy of the New Jersey Law Against Discrimination and of the Rules and Regulations thereon issued by the Division of Civil Rights, and shall fully comply therewith as applicable.

14. AMERICANS WITH DISABILITIES ACT. - EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

If applicable, the Contractor must comply with all provisions of the Americans With Disabilities Act of 1990, as set forth below:

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

The contractor and County of Union (hereafter "owner") do hereby agree that the provisions of Title 11 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 Contract. 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 Contract, 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 Contract or otherwise at law.

15. AFFIRMATIVE ACTION

(REVISED 01/2022)
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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://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 N.J.A.C. 17:27-1.1 et seq.

16. **BUSINESS REGISTRATION CERTIFICATE**

Pursuant to N.J.S.A. 52:32-44, the County is prohibited from entering into a contract with an entity unless the Vendor, 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 County with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the County prior to the time a 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 County 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 the 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 into 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 http://www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the County 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 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.

17. COMPLIANCE WITH STATUTES

It is understood and agreed that should N.J.S.A. 10:2-1 et seq.; N.J.S.A. 24:10-57.1 and N.J.S.A. 57:2; 34:11-56.25; N.J.S.A. 40A:11-18 or N.J.S.A. 52:33-1, together with any amendment or supplement thereto, be applicable to this Agreement and should said statute(s) not be complied with, then this Agreement shall be voidable at the option of the County.

18. OPEN PUBLIC RECORDS ACT

Pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"), all Contract Documents and reports prepared by Vendor and delivered to the **County** will become the property of the **County**. As such, **Vendor's** Contract Documents will be considered public information and will be available for review by individuals or agencies who request same from the **County** unless prior **Vendor** affirmatively alleges an exception to OPRA applies. Prior to the execution of this Agreement, **Vendor** shall advise the **County** in writing if any of **Vendor's** Contract Documents or portions thereof are considered confidential and same shall be marked as such. In the event, a request is made under OPRA, **Vendor** shall be responsible to defend its position in the appropriate agency or court and **Vendor** shall indemnify, defend and hold the **County** harmless against any claims whatsoever, if the **County** denies access to such Contract Documents based on **Vendor's** request.

19. INSPECTIONS AND RECORDS

The **Vendor** shall maintain accounting records in a manner so as to enable the **County** to easily audit and examine any books, documents, papers, and records maintained in support of the Agreement. Such records shall consist of sufficient documentation to support all invoices and shall adhere to customary and accepted accounting practices. The **Vendor** agrees that the **County** shall have the right to examine any of the **Vendor's** records that are directly related to this Agreement. All such documents shall be made available to the **County** for inspection and/or copying at its request and upon not less than three (3) business days and shall be clearly identifiable as pertaining to this Agreement. The **County** may, at its option, retain at its expense, a certified public accounting firm.

of its own choice to conduct periodic audits.

Pursuant to N.J.A.C. 17:44-2.2, the **Vendor** shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller or the **County** upon request.

If requested, the **Vendor** shall deliver to the **County** all background material prepared or obtained by the **Vendor** relating to the performance of this Agreement. Background material is defined as original work papers, notes and drafts prepared by the **Vendor** and all data related to the services being rendered, including electronic data processing forms, computer programs, computer files, pamphlets, and other literature.

20. **GENERAL NOTICE**

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses as set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notices as provided herein do not waive service of summons or process.

COUNTY OF UNION:

County of Union
Office of the County Counsel
Union County Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

VENDOR:

Maximus US Services, Inc.
1600 Tysons Blvd., Suite 1400
McLean, VA 22102

21. **GOVERNING LAWS AND JURISDICTION**

This Agreement shall be governed by and construed under the laws of the State of New Jersey. The **Vendor** irrevocably agrees that, subject to the **County's** sole and absolute election, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to this Agreement, shall be litigated only in the courts having status within the State of New Jersey, and the **Vendor** consents and submits to the jurisdiction of Union County, New Jersey.

22. **WAIVER**

No term or provision hereof shall be deemed waived and no breach excused by the **County** unless such waivers shall be in writing and signed by the party claimed to have waived or consented to the term or provision.

Any consent by the **County** to, or waiver by the **County** of, a breach by the **Vendor**, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

23. **ENTIRE AGREEMENT**

It is expressly agreed that the terms and conditions set forth in the **County's** Request for Competitive Contract Proposals ("RCCP 5-2024") and the **Vendor's** proposal and this Agreement as applicable, shall constitute the full and complete understanding of the parties hereto and supersedes any prior understandings, representations or oral or written agreements between the parties.

24. **ASSIGNMENT**

The **Vendor** is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any of its responsibilities under this Agreement, in whole or in part, to any other person, company or corporation, and this Agreement may not be involuntarily assigned or assigned by operation of law without prior written consent of the **County**, which consent shall not be unreasonably withheld. If such a transfer without consent occurs, the **County** may refuse to carry out its agreement with either the Assignor or Assignee, and reserves all rights of action for breach of the Agreement.

The **County** reserves the right to assign or transfer the Agreement to any person, office or entity as it deems appropriate.

25. **SUBCONTRACTING**

Unless otherwise specified in the **County's** Agreement, the subcontracting of any of **Vendor's** responsibilities under this Agreement is not permitted without the expressed written consent of the **County**.

26. **PRICE CHANGES**

All prices shall be firm and not subject to increase during the period of this Agreement.

27. **COOPERATION WITH OTHER VENDORS**

The **Vendor** shall fully cooperate with other vendors and contractors of the **County**, the **County's** employees, and/or the employees of others as may be required by circumstances or directed by the **County**.

28. **LICENSES AND PERMITS**

Vendor shall be responsible to apply for and obtain all necessary permits and licenses unless Scope of Work provides for the County to obtain such permits and licenses.

29. **TERMS AND CONDITIONS FOR CONTRACTS AND PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS**

The terms and conditions set forth in the document titled "COUNTY OF UNION FEDERAL TERMS AND CONDITIONS", are incorporated by reference into this Agreement as if fully set forth herein and apply to this Agreement if funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:

JAMES E. PELLETTIERE, Clerk
Board of County Commissioners

COUNTY OF UNION

Edward Oatman (Dec 26, 2024 12:47 EST)

EDWARD T. OATMAN
County Manager

APPROVED AS TO FORM:

BRUCE H. BERGEN, ESQ.
County Counsel

Michelle Perez (Dec 30, 2024 10:36 EST)

Affirmative Action Compliant

ATTEST:

Corporate Secretary/Notary Public

Maximus US Services, Inc.

Authorized Signatory

Kaila Ghelardi

Print Name

Sr. Counsel

Print Title

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into Dec 26, 2024, sets forth the responsibilities of **Maximus US Services, Inc.**, having its principal place of business at 1600 Tysons Boulevard #1400 McLean, VA 22102 hereinafter refetred to as "Business Associate" and the **COUNTY OF UNION**, with an address of 10 Elizabethtown Plaza, Elizabeth, NJ 07207, hereinafter referred to as "Covered Entity", in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations. This Business Associate Agreement is entered into for the purpose of the Business Associate providing services on behalf of the Covered Entity under the Clinical Staffing Agreement for Cornerstone Behavioral Health of Union County.

In consideration for the respective benefits, rights and obligations described above, and for access to the PHI held by Covered Entity, the parties agree to be bound by the terms of this Agreement as it relates to the Contract between the parties as above-referenced.

A. Definitions:

1. The terms specified below shall be defined as follows:

a. "Business Associate" shall mean s a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. This definition is also applicable to a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.

b. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall the New Jersey Department of Children and Families.

c. "Agreement" shall mean this Business Associate Agreement.

d. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule or the Security Rule, which compromises the security of such Protected Health Information. Breach shall exclude such acquisition, access, use or disclosure described in 45 CFR Section 164.402.

e. "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity; or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.

f. "HIPAA" shall mean the Health Insurance Portability and Accountability Act.

g. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including but not limited to, the Privacy Rule and the Security Rule, and shall include the regulations codified at 45 CFR Parts 160, 162 and 164.

h. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, P.L. 111-005.

i. "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

j. "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.

k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.

l. "Protected Health Information (PHI)" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.

m. "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.

n. "Required by Law" shall have the same meaning as in 45 CFR 164.501.

o. "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.

p. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160, 162 and 164.

2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

1. Business Associate may use PHI for the following functions, activities, or services for or on behalf of Covered Entity provided that such use would not violate this Agreement, the HIPAA regulations the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that this Agreement conflicts and any other written agreement made between the parties, relating to the exchange of PHI, this Agreement shall control. Business Associate's access to and use of the PHI is limited to the provision of services by the Business Associate on behalf the Covered Entity set forth in the contract between the Business Associate and the Covered Entity.

2. Business Associate may further disclose PHI to a subcontractor/person for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate executes an additional business associates

agreement as Required by Law or for the purpose for which it was disclosed to the person, and the subcontractor/person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.

3. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.

4. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.

5. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

6. Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.

7. Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.

8. Access. Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).

9. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.

10. Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.

11. Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures

relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.

12. Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.

13. Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.5300), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection 8(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.

14. Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., as they apply to Covered Entity.

15. Business Associate shall implement administrative, physical and technical safeguards that protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule.

16. Business Associate shall report all security incidents, as defined by the Security Rule, within twenty four hours of becoming aware of such actual or suspected security incident.

17. Sections 164.308, 164.312 and 164.316 of Title 45, Code of Federal Regulations, apply to Business Associate in the same manner as such sections apply to the Covered Entity. The HITECH requirements that relate to security, and that are applicable to the Covered Entity, shall also be applicable to the Business Associate and are incorporated into this Agreement by reference.

18. In the event of an actual or suspected breach, Business Associate shall provide Covered Entity with a written report, as soon as possible but not later than five ("5") days after the breach/suspected breach became known. The report shall include, to the extent available: a) the

identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach; b) a brief description of what happened, including the date of the breach and the date of the discovery, if known; c) a description of the types of unsecured PHI involved in the breach; d) any steps individuals affected by the breach should take to protect themselves from potential harm resulting from the breach; and e) a description of what Business Associate is doing to investigate the breach, mitigate harm to the individual(s), and protect against future breaches. In addition, the business Associate shall, at the request of the Covered Entity, provide breach notification required by HITECH.

C. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

1. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.

2. In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3. Covered Entity shall notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement

1. This Agreement shall be effective as of the date the Business Associate and the Covered Entity enter into a contract for the Business Associate's provision of services on behalf of the Covered Entity, and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.

2. Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:

a. Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify, and if

Business Associate does not cure the breach or end the violation, upon such terms and conditions as Covered Entity has specified, Covered Entity may terminate this Agreement and require that Business Associate fully comply with the procedures specified in subsection 3, below,

b. Immediately terminate the Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible, or

c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.

3. Effect of Breach of this Agreement.

a. Except as provided in paragraph b of this section, upon termination of the Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

b. Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.

c. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. Indemnification and Release

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its Board of County Commissioners, officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys' fees and costs and court costs),

expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.

3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 U.S.C. 1320d-6.

4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.

5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

F. Miscellaneous

1. A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.

2. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.

3. The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement", above, shall survive the termination of the Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "Indemnification", and Section B(11), "Internal Practices", above, shall survive the termination of this Agreement.

4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.

5. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.

6. Notices:

All notices required pursuant to this Agreement shall be in writing and addressed to the addresses as set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notices as provided herein do not waive service of summons or process.

To the COUNTY OF UNION:
County of Union
Office of the County Manager
10 Elizabethtown Plaza
Elizabeth, NJ 07207

With a copy to:
Office of the County Counsel
Union County Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

Maximus US Services, Inc.
1600 Tysons Blvd #1400
McLean, VA 22102

7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document. The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:

JAMES E. PELLETTIERE, CLERK
Board of Chosen Freeholders

COUNTY OF UNION

Edward Oatman (Dec 26, 2024 12:47 EST)

EDWARD T. OATMAN
County Manager

APPROVED AS TO FORM:

BRUCE H. BERGEN, ESQ.
County Counsel

ATTEST:

Corporate Secretary/Notary Public

Maximus US Services, Inc.

Authorized Signatory

Kaila Iglehart

Print Name

SR. Counsel

Print Title

APPENDIX A –
ADDITIONAL REQUIRED FORMS

1. Code of Confidentiality
2. Code of Conduct

Confidentiality

Confidentiality is an essential element of the relationship between the client and the agency. Federal and State law and code require confidentially with respect to all forms of applicant and client information. Agency employees/ vendor employees are prohibited from disclosing any information that directly identifies a client/applicant or that may indirectly lead to such information.

No employee/ vendor employee may release information to any non-agency party without client's express permission unless specifically authorized by agency policy or regulation. Employees/ vendor employees who willfully violate this provision may be subject to civil and criminal fines and penalties as well as disciplinary action.

Employees/ vendor employees who are not performing assigned agency related work on a file are restricted from access to that file.

All files removed from the file room must be signed out and safely stored. Informal employee/vendor employee notes, messages, memos or other writing with client identifying information thereon must also be secure and safeguarded from disclosure. Files or their contents may not be removed from designated offices without the approval of agency management.

The employee's/ vendor employee's obligation to maintain confidentiality respect to any an all confidential agency information obtained during employment continues after termination of employment.

Conflict of Interest

Employees/ vendor employees who are receiving or wish to apply for assistance or services under programs administered by agency must notify their immediate supervisor and the administrator of such program.

Employees/ vendor employees are not permitted to work on/become involved in cases involving their family members, personal friends, or where any conflict of interest may exist.

There are no exceptions to this policy. Any questions should be directed to the employee's/ vendor employee's Administrator.

I have read and fully understand the above and agree to abide by these policies.

Employee/ Vendor Employee Name (Print) Kaila Gilchrist

MAXIMUS US Services

Employee/ Vendor Employee Signature Kaila Gilchrist **Date** 12/20/2024

Debbie-Ann Anderson, Director
Department of Human Services

COUNTY OF UNION
DEPARTMENT OF HUMAN SERVICES
DIVISION OF SOCIAL SERVICES
CODE OF CONDUCT

Employees/vendor employees of the Union County Division of Social Services shall comply with the following provisions. The following provisions are meant to supplement not to substitute existing applicable provisions and law governing public employees.

I. **Professionalism and Integrity**

Employees/ vendor employees of the Division of Social Services are granted an enormous amount of public trust. Accordingly, employees/vendor employees shall perform and discharge their duties with the highest degree of excellence, professionalism, honesty and skill.

1. An employee/ vendor employee shall not knowingly participate in the utilization of fraudulent, altered or incomplete applications[1] and/or related documents.
2. An employee/vendor employee shall not assist a client in the perpetration of a fraud, including but not limited to active participation in the fraud or knowingly omitting relevant information.
3. An employee/ vendor employee shall not create an application or related documents prior to a client interview. All applications and related documents must be updated with the information provided by the client at the time of interview.
4. An employee/ vendor employee shall not permit or cause a client to sign a blank document for which an oath or attest is required.

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1 Hereinafter "Applications" refers to WFNJ-1J, WFNJ-1JA forms and Medicaid applications.

5. An employee/ vendor employee shall not alter information contained within an application or related documents without the client's knowledge. All alterations must be initialed and dated by the client.
6. An employee/ vendor employee shall not misrepresent his title, position and authority within the County of Union, Department of Human Services, and Division of Social Services in connection with any application, proceeding, or other matter pending before any governmental, judicial, or private agency.
7. An employee/ vendor employee shall not refuse to interview a client without a just cause.
8. An employee/ vendor employee shall not conduct an interview in any area of the building other than the designated interviewing booth/pod.
9. An employee/ vendor employee shall not use cellular or landline telephones to make or receive personal calls while conducting an interview.

II. **Conflict of Interest**

Employees/ vendor employees of the Division of Social Services are entrusted to perform their duties for the benefit of the citizens, and not for personal gain of the employee/vendor employee or the employee or vendor employee's family members and/or friends. Accordingly, employees/ vendor employees shall perform and discharge their duties without allowing prejudice, favoritism or the opportunity for personal gain to influence their decision, actions or interfere with serving the public interest.

1. An employee/ vendor employee shall not assume responsibility for the casework of a family member,[2] friend, or associate.
2. An employee/ vendor employee shall not approach another employee with the intent to ascertain case information of a family member, friend, or associate.
3. An employee/ vendor employee shall not utilize agency's databases, software, applications or programs to retrieve information pertaining to a family member, friend, or associate. Family members, friends, or associates of employees/ vendor employee who seek such information be directed to that employee's supervisor or administrator for assistance.
4. An employee/ vendor employee shall not, directly or indirectly, request another employee/ vendor employee to utilize agency's databases, software, applications

2 Hereinafter family member include group of people related by blood or affinity (by marriage or other relationship)..

or programs to retrieve information pertaining to a family member, friend, or associate.

5. An employee/ vendor employee shall not directly or indirectly solicit, accept, or receive a gift, favor, loan, political contribution, service, promise of future employment or other things of value based upon an understanding that thing of value was offered for the purpose of influencing him or her, in the discharge of his or her official duties.
6. An employee/ vendor employee shall not use, or attempt to use, his or her official position to secure privileges or advantages for himself or herself or others.
7. An employee/ vendor employee shall not engage in any business, transaction or activity which is in conflict with the proper discharge or his or her duties.
8. An employee/ vendor employee shall not act in his or her official capacity in any matter where he or she has a direct or indirect financial or personal involvement.
9. An employee/ vendor employee shall not undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice his or her independence of judgement when exercising of his or her official duties.
10. An employee/ vendor employee shall not use, or allow to be used, his or her public employment for the purpose of securing financial gain for himself or herself.

III. **Securing Personal, Confidential Non-Public Information.**

Employees/ vendor employees of the Division of Social Services are entrusted by the public to secure private, personal, confidential information. Consequently, employees/ vendor employees must manage, retain, and dispose of this information in accordance with applicable state, federal and administrative law regulations.

1. An employee/ vendor employees shall not disclose any information or communication (written, oral or electronic) to any party not authorized to receive said information.
2. An employee/ vendor employee shall not remove any confidential documents from the workplace except in the proper discharge of his or her official duties in manners pending before other governmental agencies or judicial offices.
3. An employee/ vendor employee shall not reproduce any confidential information via any medium (hand-copying, photography, videotape or electronically) except in the proper discharge of his or her official duties in matters pending before other governmental agencies or judicial offices.

4. Employees/ vendor employees will secure any confidential information in accordance with the policies and procedures established by the County of Union, Department of Human Services, Division of Social Services and/or the Office of Child Support Services, state and federal laws.

Failure to comply with the provisions set forth herein may result in progressive disciplinary action, up to and including termination, and may subject the employee/vendor employee to civil or criminal penalties.

I have read in entirety and understood all contents within this document:

Employee/ vendor employee Signature: _____

Employee/ vendor employee Print Name: Kaila Tyler/Maximus US Services

Date: 12/20/2024

NJSA 40A:9-22.5
UCAC 1-163 et seq
County of Union Employee Handbook
Revised 5/16/2022

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

MAXIMUS U.S. SERVCES, INC fka MAXIMUS HEALTH, INC

2 Business name/disregarded entity name, if different from above

Print or type. See *Specific Instructions* on page 3.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1600 TYSONS BOULEVARD, SUITE 1400

Requester's name and address (optional)

6 City, state, and ZIP code

MCLEAN, VA 22102

7 List account number(s) here (optional)

MAIL PAYMENTS TO: PO BOX 79188 GLEN BURNIE, MD 21061

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 26-0307682

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Tina Pierce Date 11/06/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERT-1-A

05/21/24

Taxpayer Identification# 260-307-682/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
MAXIMUS US SERVICES, INC.

TRADE NAME:

ADDRESS:
1600 TYSONS BOULEVARD, SUITE 1
MCLEAN VA 22102

SEQUENCE NUMBER:
1614013

EFFECTIVE DATE:
01/25/11

ISSUANCE DATE:
05/21/24

James J. Fruscione
Director
New Jersey Division of Revenue

FOR YI-BRC

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 12/20/2024

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

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
16th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No): (800) 363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000093922

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Insurance America Inc	24554
INSURER B: AXIS Insurance Company	37273
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MaximUS US Services, Inc.
1600 Tysons Blvd, Suite 1400
McLean VA 22102 USA

COVERAGES CERTIFICATE NUMBER: 570109969235 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: RCCP #5-2024 NJ Medicaid Administration Union County.

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY CAUSES OF LOSS: BASIC / BROAD / X SPECIAL / EARTHQUAKE / WIND / FLOOD / X Loss Limit Per DEDUCTIBLES: BUILDING / CONTENTS / $500,000	US00078612PRZ24A	05/01/2024	05/01/2025	BUILDING X PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP X Loss Limit	$5,000,000 $10,000,000
	INLAND MARINE CAUSES OF LOSS: NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
B	X CRIME TYPE OF POLICY: Crime - Primary	PUO10035484949104 SIR applies per policy terms & conditions	08/01/2024	08/01/2025	X Employee Dishonesty X Deductible	$5,000,000 $500,000
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Property policy.

CERTIFICATE HOLDER

County of Union, New Jersey
Attn: Carolyn Sullivan Kropp, Esq.
Administrative Building
10 Elizabethtown Plaza
Elizabethtown NJ 07207 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE: Aon Risk Services Central Inc.

Holder Identifier:

570109969235

CERTIFICATE NUMBER:

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 12/23/2024

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

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

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
16th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	XL Specialty Insurance Co	37885
INSURER C:	American Zurich Ins Co	40142
INSURER D:	QBE Specialty Insurance Company	11515
INSURER E:		
INSURER F:		

INSURED
Maximus US Services, Inc.
1600 Tysons Blvd, Suite 1400
McLean VA 22102 USA

COVERAGES **CERTIFICATE NUMBER: 570109969272** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO5096216O9	05/01/2024	05/01/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			BAP 5096219 09	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	SCHEDULED AUTOS							
	NON-OWNED AUTOS ONLY							
B	X UMBRELLA LIAB X OCCUR			US00075267LI24A	05/01/2024	05/01/2025	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5096216O9	05/01/2024	05/01/2025	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N X N/A			Deductible $350,000 WC5096217O9 Wisconsin	05/01/2024	05/01/2025	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	E&O - Professional Liability - Primary			100039892 Claims Made SIR applies per policy terms & conditions	08/01/2024	08/01/2025	Ea Occ/Agg SIR	$10,000,000 $25,000,000

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

Cyber Liability, Network Interruption, Security & Privacy Liability and Media Content Liability included in E&O policy. Severability of Interest Clause included under General Liability policy. RE: RCCP #5-2024 NJ Medicaid Administration Union County. The County of Union, its officers, officials, employees and volunteers are included as Additional Insured in accordance with policy provisions of General Liability, Automobile Liability, Umbrella Liability and Professional Liability policies. Waiver of Subrogation granted in favor of Certificate Holder in accordance with policy provisions of General Liability, Automobile Liability, Umbrella Liability, Professional Liability and Workers' Compensation policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non Contributory to other

CERTIFICATE HOLDER

County of Union, New Jersey
Attn: Carolyn Sullivan Kropp, Esq.
Administrative Building
10 Elizabethtown Plaza
Elizabethtown NJ 07207 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc

Holder Identifier :

Certificate No : 570109969272

AGENCY CUSTOMER ID: 570000093922

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Maximus US Services
POLICY NUMBER: See Certificate Number: 570109969272	
CARRIER: See Certificate Number: 570109969272 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Insurance available to an Additional Insured in accordance with the policy's provisions. See attached addendum for Additional Wording.

AGENCY CUSTOMER ID: 570000093922

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Maximus US Services
POLICY NUMBER	
See Certificate Number: 570109969272	
CARRIER / NAIC CODE	EFFECTIVE DATE
See Certificate Number: 570109969272	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Notice of Cancellation

With respect to the General Liability, Automobile and Workers' Compensation Policies:

A. If Zurich should cancel or non-renew this coverage Part (s) by written notice to the first Named Insured for any reason other than nonpayment of premium, Zurich will mail or deliver a copy of such written notice of cancellation or non renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule: Certificate holders as required by written contract.
2. At least 60 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured.
3. If Zurich should cancel this Coverage Part (s) by written notice to the first Named Insured for nonpayment of premium, Zurich will mail or deliver a copy of such written notice of cancellation to the name and address for certificate holders where this is required by written contract, at least 10 days prior to the effective date of such cancellation.

B. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

Certification 28093

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Aug-2023 to 15-Aug-2026

MAXIMUS US SERVICES, INC
1600 TYSONS BLVD, SUITE 1400
MCLEAN VA 22102

ELIZABETH MAHER MUOIO
State Treasurer