

**RENEWAL CONTRACT
FOR PROFESSIONAL SERVICES
EMPLOYEE ASSISTANCE PROGRAM**

THIS AGREEMENT, made this Fourth Day of February in the year of Our Lord Two Thousand and Nine between the County of Salem, party of the first part, and **Quantum Health Solutions, Inc.**, party of the second part, for the services of an Employee Assistance Program for the Human Resources and Personnel Department of the County of Salem.

WITNESSETH, that the said party of the second part for and in consideration of the payments hereinafter specified and agreed to by the party of the first part, hereby covenants and agrees to provide public survey related services including the conduction of the public survey, analysis of the data, and production of a report as appropriate. These services are to be performed using all labor, equipment and supplies provided by the contractor. All services are to be furnished and delivered, done and performed for the County of Salem in conformity with the terms and conditions herein contained or with any supplemental documentation that may be hereto attached.

THIS AGREEMENT shall commence February 22, 2009 and shall terminate on February 21, 2010, with a one year renewal option.

The party of the second part agrees to make payment of all proper charges for materials and labor required in the aforementioned work and indemnify and save harmless the party of the first part, its officers, agents and servants and each and every one of them, against and from all suits and costs of every name and description, and from all damages to which said party of the first part or any of its officers, agents, or servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of said work or through the negligence of said party of the second part of through any improper or defective machinery, implements or appliances used by the party of the second part in the aforesaid work or through any act or omission on the part of the said party the second part, his agent or agents, or from an debts incurred by agents or subcontractors of the party of the second part.

It is also agreed and understood that the acceptance of the final payment by the contractor shall be understood as a release in full of all claims against the County of Salem out of, or by reason of the work done and materials furnished under this contract.

It is understood that the determination of this award was based on submitted competitive proposals, and pursuant to New Jersey State Law N.J.S.A. 19:44A-20.7, "Fair and Open Process" rules adopted by the Salem County Board of Chosen Freeholders. The Party of the Second Part will submit, when required, a Business Entity Disclosure Certification for public inspection.

In consideration of the premises, the party of the first part hereby agrees to pay the party of the second part for said work when completed in accordance with these terms and conditions and/or the said supplementary documentation and within the time stated for the actual quantity of authorized work done under each item scheduled in this agreement.

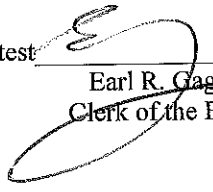
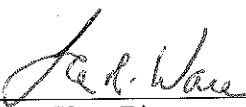
The accompanying contract, fee schedule, and prospectus of services become in full a part of this contract.

The fee associated with these services shall not exceed for one year, Twenty-Three Thousand Dollars and Zero Cents (\$23,000) including expanded services. These are budgeted amounts and do not represent ceilings or caps on amounts that can be paid in any one year.

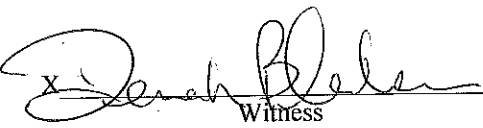
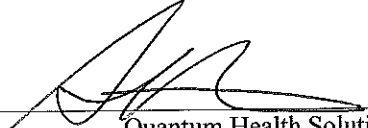
This Agreement may be cancelled by either party by providing thirty days written notice to the other party of the intention to do so.

This contract is to be binding upon the party of the first part, its successors or assigns and upon the party of the second part, **Quantum Health Solutions, Inc.**

IN WITNESSETH WHEREOF, the said party of the first part has caused this instrument to be signed by its Presiding Officer, attested by its Clerk and its corporate seal to be hereunto affixed, pursuant to a resolution of the said party of the first part passed for that purpose, and the said party of the second part has set its hands and seal the day and year first above written.

Attest  Clerk 
Earl R. Gage
Clerk of the Board
Lee R. Ware, Director
Board of Chosen Freeholders

Signed, Sealed and Delivered in the Presence of:

 Witness
X 
Quantum Health Solutions, Inc.
PO Box 634
Flanders, New Jersey 07836
(Contractor)