

State of New Jersey  
New Jersey Department of  
Central Procurement (4210)  
Release Purchase Order  
30-23-DOH

P.O. Date: 10/25/2022

Blanket Order Number  
  
**23-WAIVE-28036:10**  
  
SHOW THIS NUMBER ON ALL  
PACKAGES, INVOICES AND  
SHIPPING PAPERS.

Agency Ref. #

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Vendor Number: [REDACTED]  
APIC Consulting Services

1400 Crystal Drive  
Suite 900  
Arlington, VA 22202  
akruis@apic.org  
202-454-2645

Vendor Alternate ID: [REDACTED]

Remit Address:  
APIC Consulting Services  
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Arlington, VA 22202  
US

Email: akruis@apic.org  
Phone Number: (202)454-2645

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INVOICES: Direct invoices in DUPLICATE to the address shown above. TERMS AND CONDITIONS set forth in our Bid or Quotation, on the reverse side hereof or incorporated herein by reference become a part of this



Solicitation (Bid) No.:

Payment Terms:  
Shipping Terms:  
Freight Terms:  
Delivery Calendar Day(s) A.R.O.: 0

Item # 1  
Class-Item 918-78

Infection Preventionists concerning COVID 19 at Nursing Homes and other Long Term Care facilities.

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 4,056,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 4,056,000.00

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GARY DAVIS  
55 North Willow Street  
TRENTON , NJ 08608  
US  
Email: [REDACTED]  
Phone: [REDACTED]

**B  
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Jessica Alvarez  
55 North Willow Street  
TRENTON , NJ 08608  
US  
Email: [REDACTED]  
Phone: [REDACTED]

TAX: \$ 0.00  
FREIGHT: \$ 0.00  
TOTAL: \$ 4,056,000.00

APPROVED

By: \_\_\_\_\_

Phone#: \_\_\_\_\_

BUYER

**Request for Proposals**  
**Infection Preventionist (IP) Placement for the NJ Long-term Care Facilities**

The Department of Health (“Department” or “DOH”) is looking to engage one (1) or more Contractor(s) to provide a total of ten (10) full-time on-site Infection Preventionist (IP) placement, education services, and improvement initiatives at New Jersey long-term care facilities (facilities). The Department is acting to build infection prevention capacity and confidence at long-term care facilities to better combat the spread of COVID-19. All nursing homes in NJ and all assisted living residences in NJ are eligible to participate. Participation is voluntary and at the request of the facility. Local health departments in conjunction with DOH will select facilities for participation in this program and assign IPs accordingly. Length of assignment would be variable based on the need of the facility and the need of the program. Parameters would be created by DOH.

The Contractor(s) will immediately provide a rolling roster of ten (10) Infection Preventionists (at an all-inclusive per person rate) for placement at long-term care facilities for one month (approximately 30 days) at a time to build capacity and competency for infection prevention and control. If multiple contractors are engaged, the State will only utilize a maximum of 10 IPs at a time.

Simultaneously, the Contractor should be able to provide virtual consulting services such as:

- Consulting services
- Access to on-demand infection control and prevention subject matter experts
- Pre-packaged online training and education
- Infection prevention policies and procedures templates

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**Proposals Due: Friday, May 20, 2022, by 3PM EST**

**Question & Answer Period: Wednesday, May 04, 2022, by 3 PM EST**

All Bidders must submit Proposals to [centralprocurement@doh.nj.gov](mailto:centralprocurement@doh.nj.gov) by the Proposal due date and specified time.

Contract term: Award Date (TBD) through June 30, 2024, OR 12 months after the national public health emergency is declared over, whichever comes first. This timeline may be subject to change.

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**1.0 Scope of Work:**

The Contractor shall complete the following actions, tasks, obligations, and responsibilities between the contract award date and the sooner of June 30, 2024, OR 12 months after the national publichealth emergency is declared over, whichever comes first.

## **1.1 Contractor Responsibilities:**

The Contractor(s) shall:

- Provide a statewide rolling network of at least 10 (ten) qualified Infection Preventionists (IPs) to be on-site at a facility for a maximum of one month (approximately 30 days) at a time for day-to-day leadership and oversight of infection prevention practices, education of staff, auditing staff, and creation or revision of policies and procedures
- Ensure that IPs are certified in infection prevention and control from the *Certification Board of Infection Control (CBIC)*
- Supervise the time for both on-site and remote infection prevention staff, with remote work not to exceed 20% of weekly time
- Work in conjunction with DOH staff to plan and assign IPs to facilities
- Regularly communicate with DOH leadership and local health department where the facility is located
- Report progress to both the local health department and NJ Communicable Disease Service
- Participate in meetings or conference calls, as requested by DOH leadership to monitor progress and recommendations for improvement.
- Oversee and distribute facility auditing and IP assessments to DOH leadership
- Provide infection prevention educational materials to long-term care facility sites
- Provide remote training and education series to all long-term care facilities
- Ensure IPs stay up to date with current COVID-19 guidance from CDC and DOH
- Ensure host site facilities have infection prevention policies and procedures as well as an outbreak response plan
- Communicate all pertinent information to IPs in the field including changes in site or hours
- Upon communication with DOH leadership, coordinate all logistics for IP placement

## **1.2 Deliverables:**

- Provide weekly reports to update DOH on status of IPs
- Provide copy of final report to DOH leadership at the end of each IP placement
- Track and report all trainings given to long term care facilities including total number of facilities and participants
- Collect and report long-term care facility frequently asked questions for IPs in the field

## **2.0 Experience:**

Contractor shall have the capacity to provide necessary staffing to ensure project goals are met. Contractor shall have the capacity and relevant experience to provide remote assistance to facilities as well as education and training pertaining to infection prevention and control of COVID-19.

Contractors shall have the experience of providing on-site assistance to healthcare facilities,

specifically long-term care facilities. Contractors shall be knowledgeable in COVID-19 guidance from CDC as well as any state specific COVID-19 laws and regulation pertaining to infection prevention and control in long-term care facilities. Preference shall be given to Contractors with experience providing services with governmental public health entities.

### **3.0 Pricing:**

Contractor shall submit all-inclusive price based on a per person rate to cover the placement of the Infection Preventionist (FTEs for 40 hours per week for a 52 week period).

Pricing shall be firm fixed pricing. **Firm Fixed Price** means a price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. For billing purposes, please base pricing on an all-inclusive hourly rate per FTE.

### **4.0 Technical Proposal Requirements**

Bidder shall submit a Technical Proposal, which describes its approach and plans for accomplishing the work outlined in the Scope of Work section, Contractor Responsibilities, Deliverables, Experience, and Pricing, i.e., Sections 1.0 - 3.0. The Bidder must set forth its understanding of the requirements of this RFP and its approach to successfully complete the contract. The Bidder should include the level of detail it determines necessary to assist the evaluation committee in its review of the Bidder's Proposal.

As part of its Technical Proposal, a Bidder shall provide a list of IPs contracted to work with long-term care facilities including their education, credentials, and background.

#### **4.1 Evaluation:**

Each criterion will be scored, and each score multiplied by a predetermined weight to develop the Technical Evaluation Score.

Personnel: The qualifications and experience of the Contractor's management, and field personnel pool assigned to the contract for required specialty positions.

Experience of firm: The Contractor's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP; and direct experience providing services with governmental public health entities. Contractor's capacity and relevant experience to provide remote assistance to facilities as well as education and training pertaining to infection prevention and control of COVID-19. Contractors shall have the experience of providing on-site assistance to healthcare facilities, specifically long-term care facilities.

Ability of firm to complete the Scope of Work based on its Technical Proposal: The Contractor's demonstration in the Proposal that the Contractor understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the RFP.

The intent of this RFP is to award a contract(s) to that responsible Bidder(s) whose Proposal(s), conforming to this RFP is most advantageous to the State, price and other factors considered. Should the Department decide to award to multiple Bidders, it reserves the right to select the number of IPs it will accept from each Bidder.

## **5.0 Required forms:**

### **5.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL**

All required forms are found at the following link:  
<https://www.state.nj.us/treasury/purchase/forms.shtml>

All bid submissions must include completed mandatory compliance forms, which include:

- Ownership Disclosure
- Disclosure of Investigations and Other Actions Involving Contractor
- Disclosure of Investment Activities in Iran
- Chapter 51 Compliance, where applicable
- Chapter 271 form, where applicable
- MacBride Principles
- Source Disclosure
- E.O. 271 Statement or Certification
- Business Registration Certificate
- Affirmative Action Compliance
- Evidence of Insurance
- State of New Jersey Standard Terms and Conditions
- Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions

Contractors are under a continuing obligation to report updates to the information contained in its required forms.

Unless otherwise specified, forms must contain an original, physical signature, or electronic signature.

**Winning Bidder(s) must register with NJSTART as a Contractor for the State of NJ.**  
[www.njstart.gov](http://www.njstart.gov)

### **5.2 MACBRIDE PRINCIPLES CERTIFICATION**

Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United

Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

### **5.3 OWNERSHIP DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership, or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Proposal; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Proposal submission deadline for this procurement, the State may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Proposal; or, (c) a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

### **5.4 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

The Bidder should submit Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

### **5.5 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a contract. To facilitate the Proposal evaluation and contract award process, the Bidder should submit a copy of its valid BRC and those of any named Subcontractors with its Proposal. See Section 2.1 of the State Standard Terms and Conditions.

Any Bidder, inclusive of any named Subcontractors, not having a valid business registration at the time of the Proposal opening, or whose BRC was revoked prior to the submission of the Proposal, should proceed immediately to register its business or seek reinstatement of a revoked BRC.

The Bidder is cautioned that it may require a significant amount of time to secure the

reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Bidder's early attention to this requirement is highly recommended. The Bidder and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at [https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp).

A Bidder otherwise identified by the DOH as a responsive and responsible Bidder, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the DOH. A Bidder failing to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

## **5.6 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Proposal, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) business days of the State's request, or the State may deem the Proposal non-responsive.

## **5.7 SOURCE DISCLOSURE**

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of a contract, the Bidder is required to submit a completed Source Disclosure Form. The Bidder's inclusion of the completed Source Disclosure Form with the Proposal is requested and advised.

## **5.8 AFFIRMATIVE ACTION**

The intended Contractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Awarded Contractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at <https://www.state.nj.us/treasury/purchase/forms.shtml>.

Bidders should verify its Affirmative Action Compliance status on the "Maintain Terms and Categories" Tab within its profile in NJSTART. In the event of an issue with a Contractor's Affirmative Action Compliance status, NJSTART provides a link to take corrective action.



## **5.9 INSURANCE CERTIFICATES**

The Contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract naming the State as an Additional Insured. See Section 4.2 of the State Standard Terms and Conditions accompanying this Request for Proposal. The Bidder should verify its Insurance Certification Compliance status on the “Maintain Terms and Categories” Tab within its profile in NJSTART.

## **5.10 COVID-19 VACCINE CERTIFICATION**

Please be advised that on October 20, 2021, Governor Murphy signed Executive Order No. 271 which went into effect on that day. In accordance with EO 271, a covered contractor must certify that it has a policy in place:

- (1) that requires all covered workers to provide adequate proof, in accordance with EO 271, to the covered contractor that the covered worker has been fully vaccinated; or
- (2) that requires that unvaccinated covered workers submit to COVID-19 screening testing at minimum one to two times weekly until such time as the covered worker is fully vaccinated; and
- (3) that the covered contractor has a policy for tracking COVID-19 screening test results as required by EO 271 and must report the results to local public health departments.

The requirements of EO 271 apply to all covered contractors and subcontractors, at any tier, providing services, construction, demolition, remediation, removal of hazardous substances, alteration, custom fabrication, repair work, or maintenance work, or a leasehold interest in real property through which covered workers have access to State property. Please review and complete the EO 271 certification and submit it with your Proposal.

## **6.0 Executive Order 166 Requirements for Posting of Winning Proposal and Contract Documents**

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller (“OSC”) is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor’s Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this [RFP/RFQ] is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the [RFP/RFQ], the winning bidder’s proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder’s/Proposer’s

failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

**April 13, 2022**

**To: All Interested Vendors {Bidders}**

**Bid Solicitation: DOH - Infection Preventionist (IP) Placement for the NJ Long-term Care Facilities**

***Quote Submission Due Date: Monday, April 11, 2022, by 3 PM EST***

**Bid Amendment #1**

The following constitutes Bid Amendment #1 to the above-referenced Bid Solicitation:

- This Bid Amendment includes answers to questions.

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the Bid Solicitation and/or the New Jersey Standard Terms and Conditions relative to this Bid Solicitation as set forth in all Bid Amendments.

All other instructions, terms, and conditions of the Bid Solicitation shall remain the same.

**Answers to Questions**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
1	Bid Solicitation Number  1.0	<p>Q: We understand that participation in nursing homes and assisted living facilities is voluntary. Approximately how many participants does the DOH expect?</p> <p>A: We can't give an approximation of the number of participants we expect. However, we do not expect there to be "downtime" for contracted staff. When an IP is available, we would look to quickly move them to another facility and don't anticipate issues with finding placements at facilities.</p>
2	General	<p>Q: Will the DOH consider accepting IPs who are 1099 contractors of the Contractor and not W2 employees?</p> <p>A: Yes, DOH will consider accepting IPs who are 1099 contractors, however, the primary contractor must also provide the following documents for their 1099 subcontractors with their proposal:</p> <ul style="list-style-type: none"> <li>• Subcontractor Utilization Plan <a href="https://nj.gov/treasury/purchase/forms/SubcontractorUtilizationPlan.pdf">https://nj.gov/treasury/purchase/forms/SubcontractorUtilizationPlan.pdf</a></li> <li>• list of all 1099 subcontractors including NJSTART vendor ID#,</li> <li>• all 1099 Subcontractors' resume reflective of the proposed work,</li> <li>• all 1099 subcontractors NJ Business Registration Certificate</li> <li>• all 1099 subcontractors General Liability &amp; Professional Liability Insurance coverage certificate (COI)</li> <li>• all 1099 subcontractors' proof of Affirmative action compliance</li> <li>• All 1099 subcontractors must be registered in NJSTART <a href="https://nj.gov/treasury/purchase/forms.shtml">https://nj.gov/treasury/purchase/forms.shtml</a></li> </ul> <p>Checklist for required documentation -active links in the checklist take you directly to the required document. <a href="https://nj.gov/treasury/purchase/forms/Waiver%20and%20DPA%20Contract%20Checklist.pdf">https://nj.gov/treasury/purchase/forms/Waiver%20and%20DPA%20Contract%20Checklist.pdf</a></p> <p>Awarded bidder (primary contractor) must submit monthly cumulative reports for every subcontractor to NJDOH and the Office of Diversity &amp; Inclusion.</p>

**May 13, 2022**

**To: All Interested Vendors {Bidders}**

**Bid Solicitation: Long Term Care Facilities Surveys Engagement #22-100  
(Amendment #2)**

**Quote Submission Due Date: Thursday, May 19, 2022, by 3 PM EST**

**Bid Amendment # 2- Question & Answer**

The following constitutes Bid Amendment #2 to the above-referenced Bid Solicitation:

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all the additions, deletions, clarifications, and modifications to the Bid Solicitation and/or the New Jersey Standard Terms and Conditions relative to this Bid Solicitation as outlined in all Bid Amendments.

All other instructions, terms, and conditions of the Bid Solicitation shall remain the same.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
1	Bid Solicitation Reference  1.1	<p><b>Reference: RFP, Section 1.1 Contractor Responsibilities, pg. 2</b> The RFP states, "Enter all survey findings into the Automated Survey Processing Environment (ASPEN) shell and submit to NJ no later than five (5) business days from the date of survey completion."</p> <p><b>Q: Please clarify, does this requirement apply to all survey types including State surveys?</b></p> <p>A: Yes, state surveys utilize the same guidelines including the infection control tools.</p>
2	Bid Solicitation Reference  1.2  1.3	<p><b>Reference: RFP, Section 1.1 Contractor Responsibilities, pg. 2</b> The RFP states, "Submit the CMS Infection Control Tool to DOH along with the CMS-2567 no later than five (5) business days from the date of survey completion."</p> <p><b>Q: Please clarify, does the CMS Infection Control Tool and CMS-2567 apply to all survey types that include Infection Control?</b></p> <p>A. Yes, they are utilized by all survey types that include infection control.</p>
3	Bid Solicitation Reference	<p><b>Q: Regarding relicensing surveys, for pricing purposes, how long does each of the licensure surveys take and how many surveyors are needed for each?</b></p> <p>A. Please see the attached spreadsheet, information is provided for reference purposes only.</p>

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
4	Bid Solicitation Reference	<p><b>Q. Regarding State surveys, what qualifications are required for the State Licensing surveyors? Are they required to be SMQT certified or have specific CMS training?</b></p> <p>A. In New Jersey, all surveyors in Long-term Care, Assisted Living, Dementia Care Homes and Medical Day Care facilities, are SMQT certified.</p>
5	Bid Solicitation Reference	<p><b>Q: Please clarify, how long does it take for a surveyor to complete the State Licensure training for each survey type and how will the contractor be reimbursed for the cost required to train surveyors?</b></p> <p>A. State licensure training includes two days of training by the state survey team during a survey, followed by another two-day survey where trainees conduct the survey and are evaluated by the state survey team to demonstrate competency. Training costs should be included as part of the flat fee pricing.</p>
6	Bid Solicitation Reference  1.3	<p><b>Reference: RFP, Section 1.3 Surveys Criteria, pg. 2</b></p> <p>The RFP states, "Proper infection prevention and control practices (F880, F885, and E0024) to prevent the transmission of COVID-19 and other infections using the Centers for Medicare and Medicaid Services (CMS) Focused Infection Control survey process with a crosswalk to the NJ regulations".</p> <p><b>Q: Please clarify, is there guidance about how that's done in a Non-LTC environment such as assisted living or memory care facilities?</b></p> <p>A. Assisted Living facilities have infection control tags A1271-A, A1341 and follow EO 283 and 290. Dementia Care Homes follow EO 283 and 290.</p>
7	Bid Solicitation Reference  2.2	<p><b>Q. Is the contractor expected to provide remote assistance, education, and training to facilities on infection prevention and control of COVID-19 under this contract (it isn't included in the Scope of Work or Contractor Responsibilities)?</b></p> <p>A. No, there is no remote assistance, education, or training to be provided to facilities. Please see amendment 3</p>

8	Bid Solicitation Reference 2.2	<p><b>Q. How should the remote assistance, education, and training to facilities on infection prevention and control of COVID-19 be priced since it isn't a normal part of the survey process?</b></p> <p>A. No, there is no remote assistance, education, or training to be provided to facilities. Please see amendment 3</p>
9	Bid Solicitation Reference 2.2	<p><b>Q. Providing remote assistance, education, and training to a facility on infection prevention and control of COVID-19 while conducting surveys of those facilities may present a real or perceived Conflict of Interest (COI). Would NJDOH please confirm we will not be asked to provide remote assistance, education, and training as part of the survey process.</b></p> <p>A. No, there is no remote assistance, education, or training to be provided to facilities. Please see amendment 3 ”</p>
10	Bid Solicitation Reference 2.2	<p><b>Reference: RFP, Section 2.2 Experience, pg. 3</b> The RFP states, “Contractors shall have the experience of providing on-site assistance to healthcare facilities, specifically long-term care facilities.”</p> <p><b>Q. What type of onsite assistance to healthcare facilities (LTC) is this requirement intended to address? Is this experience conducting onsite surveys, or providing some other type of assistance such as education and/or training?</b></p> <p>A. No, there is no remote assistance, education, or training to be provided to facilities. Please see amendment 3 ”</p>
11	Bid Solicitation Reference 2.2	<p><b>Reference: RFP, Section 2.2 Experience, pg. 3</b> The RFP states, “Contractors shall have the experience of providing on-site assistance to healthcare facilities, specifically long-term care facilities.”</p> <p><b>Q. Providing onsite assistance while conducting surveys of those facilities may present a real or perceived Conflict of Interest (COI). Would NJDOH please confirm the contractor will not be asked to conduct onsite assistance to healthcare facilities, especially LTC, as part of the survey process?</b></p> <p>A. No, there is no remote assistance, education, or training to be provided to facilities. Please see amendment 3 ”</p>



12	Bid Solicitation Reference 2.2	<p><b>Q. Do all surveyors, including those doing licensure/state surveys or ESRD surveys, have to be SMQT certified or is this requirement for LTC surveyors only?</b></p> <p>A. In New Jersey, all surveyors in Long-term Care, Assisted Living, Dementia Care Homes and Medical Day Care facilities, are SMQT certified. There is no federal requirement for SMQT for acute care, including ESRD. However, although there is no certification required, ESRD is very technical, and ESRD Core survey experience is required.</p>
13	Bid Solicitation Reference 2.2	<p><b>Q. Are remote assistance for facilities and education and training for infection prevention and control of COVID-19 required to be performed by the contractor?</b></p> <p>A. There is no remote assistance, education or training for infection prevention and control of COVID-19 to be provided by the contractor. Please see amendment 3</p>
14	Bid Solicitation Reference 2.2	<p><b>Q. If so, how should this task be priced since it is not listed on the supplied pricing sheet, and it is not in Section 1.0 Scope of Work or Section 2.0 Proposal Submission Requirement?</b></p> <p>A. There is no remote assistance, education, or training to be performed by the contractor. Please see amendment 3</p>
15	Bid Solicitation Reference 2.3	<p><b>Q. If pricing is required to be firm fixed price, why is the hourly rate for each FTE required? How would the hourly rate be used for billing purposes?</b></p> <p>A. Please see amendment 3</p>
16	Bid Solicitation Reference 3.0	<p><b>Q. The pricing sheet does not include providing these services to facilities. Would NJDOH please clarify what is the purpose/relevance of this experience?</b></p> <p>A. Assistance can be provided with clarification or interpretation of regulations; however, surveyors cannot be prescriptive.</p>
17	Bid Solicitation Reference 2.3	<p><b>Q. Section 2.3 states that pricing shall be firm fixed pricing, inclusive of all expenses including travel. Additionally, the price sheet states the cost for each deliverable should be “complete” and all inclusive. However, the last statement of the 2nd paragraph states, “please base pricing on an all-inclusive hourly rate per FTE”. Please clarify if the price sheet should include a fixed, all-inclusive price per deliverable, or an hourly rate that includes all expenses (travel, etc.).</b></p> <p>A. Please see amendment 3</p>

**May 13, 2022**

**To: All Interested Vendors {Bidders}**

**Bid Solicitation: Long Term Care Facilities Surveys Engagement #22-100  
(Amendment #3)**

**Quote Submission Due Date: Thursday, May 19, 2022, by 3 PM EST**

**Bid Amendment # 3 – SOW Correction**

The following constitutes Bid Amendment #3 to the above-referenced Bid Solicitation:

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all the additions, deletions, clarifications, and modifications to the Bid Solicitation and/or the New Jersey Standard Terms and Conditions relative to this Bid Solicitation as outlined in all Bid Amendments.

All other instructions, terms, and conditions of the Bid Solicitation shall remain the same.

#	Bid Solicitation Section Reference	Correction / Modification
1	Bid Solicitation Reference  2.2	<p><b>RFP, Section 2.2 Experience, pg. 3</b></p> <p>The RFP states, "The Bidder's shall provide the capacity and relevant experience to provide remote assistance to facilities as well as education and training pertaining to infection prevention and control of COVID-19."</p> <p><b>**Deleted sentence not relevant to this RFP**</b></p>
2	Bid Solicitation Reference  2.3	<p><b>RFP, Section 2.3 Pricing, pg. 4</b></p> <p>The RFP states, "For billing purposes, please base pricing on an all-inclusive hourly rate per FTE."</p> <p><b>**Deleted sentence not relevant to this RFP**</b></p>
3	Bid Solicitation Reference  3.0	<p><b>RFP, Section 3.0 Proposal Evaluation, pg. 4</b></p> <p>The RFP states, "Bidder's capacity and relevant experience to provide remote assistance to facilities as well as education and training pertaining to infection prevention and control of COVID-19."</p> <p><b>**Deleted sentence not relevant to this RFP**</b></p>

**May 12, 2022**

**To: All Interested Vendors {Bidders}**

**Bid Solicitation: # 01-04-01-22 NJDOH - Infection Preventionist (IP) Placement for the NJ Long-term Care Facilities**

***Quote Submission Due Date: Friday, May 20, 2022, by 3 PM EST***

**Bid Amendment #4**

The following constitutes Bid Amendment #1 to the above-referenced Bid Solicitation:

- This Bid Amendment includes answers to questions.

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the Bid Solicitation and/or the New Jersey Standard Terms and Conditions relative to this Bid Solicitation as set forth in all Bid Amendments.

All other instructions, terms, and conditions of the Bid Solicitation shall remain the same.

**Answers to Questions**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
1	<p align="center">Bid Solicitation Section 1.0</p>	<p><b>Q:</b> We understand that participation in nursing homes and assisted living facilities is voluntary. Approximately how many participants does the DOH expect?</p> <p><b>A:</b> We can't give an approximation of the number of participants we expect. However, we do not expect there to be "downtime" for contracted staff. When an IP is available, we would look to quickly move them to another facility and don't anticipate issues with finding placements at facilities.</p>
2	<p align="center">General Question</p>	<p><b>Q:</b> Will the DOH consider accepting IPs who are 1099 contractors of the Contractor and not W2 employees?</p> <p><b>A:</b> Yes, DOH will consider accepting IPs who are 1099 contractors, however, the primary contractor must also provide the following documents for their 1099 subcontractors with their proposal:</p> <ul style="list-style-type: none"> <li>• Subcontractor Utilization Plan <a href="https://nj.gov/treasury/purchase/forms/SubcontractorUtilizationPlan.pdf">https://nj.gov/treasury/purchase/forms/SubcontractorUtilizationPlan.pdf</a></li> <li>• list of all 1099 subcontractors including NJSTART vendor ID#,</li> <li>• all 1099 Subcontractors' resume reflective of the proposed work,</li> <li>• all 1099 subcontractors NJ Business Registration Certificate</li> <li>• all 1099 subcontractors General Liability &amp; Professional Liability Insurance coverage certificate (COI)</li> <li>• all 1099 subcontractors' proof of Affirmative action compliance</li> <li>• All 1099 subcontractors must be registered in NJSTART <a href="https://nj.gov/treasury/purchase/forms.shtml">https://nj.gov/treasury/purchase/forms.shtml</a></li> </ul> <p>Checklist for required documentation -active links in the checklist take you directly to the required document. <a href="https://nj.gov/treasury/purchase/forms/Waiver%20and%20DPA%20Contract%20Checklist.pdf">https://nj.gov/treasury/purchase/forms/Waiver%20and%20DPA%20Contract%20Checklist.pdf</a></p> <p>Awarded bidder (primary contractor) must submit monthly cumulative reports for every subcontractor to NJDOH and the Office of Diversity &amp; Inclusion.</p>
3	<p align="center">Bid Solicitation Section 5.8</p>	<p><b>Q:</b> We have sent the AA-302 form in via mail along with a check. If there is anything else I am missing or needs to be done on my end, from a compliance perspective, please let me know.</p> <p><b>A:</b> Review instructions provided on the form for submission, and use the contact information provided for assistance. <a href="https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf">https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf</a></p>

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
4	Bid Solicitation Section 1.0-2.0	<p>Q: The RFP states, "Local health departments in conjunction with DOH will select facilities for participation in this program and assign IPs accordingly" and also that the contractor will "Work in conjunction with DOH staff to plan and assign IPs to facilities." Does NJ DOH want the contractor's project manager to do any recruiting/scheduling of facilities? If yes, can you elaborate on the role of the contractor, local health department and NJ DOH in recruiting/scheduling facilities?</p> <p>A: No. There will be no recruiting/scheduling by Contractor. <b>NJDOH and LHD will do all scheduling and recruiting of facilities.</b> The contractor will not select facilities for IP placement. The contractor can choose <i>which</i> of the contracted IPs will go to the facilities, but public health (NJDOH/LHD) will select the facilities. Contractors shall work in conjunction with DOH staff to plan and assign IPs to facilities.</p>
5	Bid Solicitation Section 2.0  Scope of Work 1.0-2.0	<p>Q: For this statement in the RFP, "Contractor shall have the capacity to provide necessary staffing to ensure project goals are met. Contractor shall have the capacity and relevant experience to provide remote assistance to facilities as well as education and training pertaining to infection prevention and control of COVID-19" --. Can you elaborate on NJ DOH's expectations for remote work? Will the 10 hourly consultants stationed onsite at facilities do the remote work, education, training, and policy documents? Or do you anticipate this work from other consultants? If other consultants are needed for this work, please elaborate on the expectations of time worked throughout the year.</p> <p>A: See sections 1.0-2.0 for expectations (scope of work, responsibilities, deliverables experience). Deployed IPs are expected to be on-site full-time at facilities. In the event that a consultant is sick or needs to take a temporary leave, they may continue to work remotely per discussion with NJDOH. <b>Remote work not to exceed 20% of weekly time.</b> Most of the remote work will revolve around larger training and education provided to the entire long-term care community. The virtual trainings will be conducted by the same consultants <b>being deployed</b>, possibly in concert/consultation with subject matter experts employed by the contractor.</p>
6	Bid Solicitation Section 3.0	<p>Q: Given that all travel expenses will be rolled into the hourly rate, does NJ DOH expect any receipts to be furnished at any time during or after the project?</p> <p>A: No. <b>Firm Fixed Price</b> means a price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. For billing purposes, please base pricing on an all-inclusive hourly rate per FTE.</p>

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
7	Bid Solicitation Section 1.1 & 3.0 - 4.0	<p>Q: What is meant by “rolling roster” in the phrasing, “The Contractor(s) will immediately provide a rolling roster of ten (10) Infection Preventionists (at an all-inclusive per person rate) for placement at long-term care facilities for one month”?</p> <p>A: “Rolling roster” is a network of at least 10 (ten) qualified Infection Preventionists (IPs) certified in infection prevention and control from the <i>Certification Board of Infection Control (CBIC)</i> to be on-site at a facility for a maximum of one month (approximately 30 days) at a time for day-to-day leadership and oversight of infection prevention practices, education of staff, auditing staff, and creation or revision of policies and procedures.</p> <p>See Sections 1.1 through 4.0</p>
8	Bid Solicitation Reference Contract Term (pg.1)	<p>Q: What is the proposed start date for this work, and what is the likelihood that the work may start later than the scheduled start date? Note: In determining which consultants will do this work, it is important for consultants to have the start date, or at least a range of dates for the commencement of work.</p> <p>A: Contract term- Award date (TBD) through June 30, 2024 Projected date: June,2022 subject to change.</p>
9	Bid Solicitation Section Paragraph 1 (pg. 1) Scope of Work 1.0-2.0	<p>Q: Given the following statement from the RFP, “Length of assignment would be variable based on the need of the facility and the need of the program” and the fact that pricing is on an hourly basis for IPC consultants, can consultants whose monthly assignments have not yet started or have ended early use their hourly time/hourly rate to do recruitment/scheduling, education, training, policy documents, etc.?</p> <p>A: There will be no recruiting/scheduling by Contractor. <b>NJDOH and LHD will do all scheduling and recruiting of facilities.</b> Training will be conducted by the same consultants <b>being deployed</b>, possibly in concert/consultation with subject matter experts employed by the contractor. For IPs who are part of the cadre assigned to this project, <b>there is no “early ending,” just re-deployment.</b> Infection prevention policies and procedure templates are anticipated to be organization-specific. Creation or revision of policies and procedures and auditing staff is done while on-site at the assigned facility. Please see sections 1.0-2.0 for the expectations (scope of work, responsibilities, deliverables, and experience).</p> <p>Work is expected to happen on-site at facilities and is the priority. If there is “downtime,” work on education is permissible; however if there is a need at another facility, the <b>IPs will not be able to delay re-deployment</b> in order to finish education development. They need to be ready to go on-site at any point.</p>

#	Bid Solicitation Section Reference	Question (Bolded) and Answer								
10	Bid Solicitation Section Scope of Work 1.0-2.0	<p>Q: Similarly, does NJ DOH anticipate that the consultants will use their hourly time/hourly rate to facilitate the preparation and distribution of “packaged online training and education” and “infection prevention policies and procedures templates”?</p> <p>A: Yes. They are also expected to do live in-person education, as appropriate, on-site at their assigned facilities. Any packaged online training and education would be expected to be used by the fleet of IPs; that is, each IP is not expected to develop their own set of trainings but rather, contribute to a set of tools for the group of IPs to utilize.</p>								
11	Bid Solicitation Number 3.0	<p>Q: In addition to detailing the pricing in the following chart, does NJ DOH require a spreadsheet with additional details (i.e., budget line items for project manager, oversight, and general/administrative percentage)?</p> <table border="1" data-bbox="669 781 1214 835"> <thead> <tr> <th>Description</th> <th>\$ Price per hour</th> <th>Total at Estimated 40 Hrs</th> <th>Total at 52 weeks</th> </tr> </thead> <tbody> <tr> <td>One Infection Preventionist</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> </tr> </tbody> </table> <p>A: No. Follow the guidance provided using the chart provided. See section 3.0</p>	Description	\$ Price per hour	Total at Estimated 40 Hrs	Total at 52 weeks	One Infection Preventionist	\$0.00	\$0.00	\$0.00
Description	\$ Price per hour	Total at Estimated 40 Hrs	Total at 52 weeks							
One Infection Preventionist	\$0.00	\$0.00	\$0.00							
12	NJ Standard Terms and Conditions Section  <b>2.0 Standards Prohibiting Conflicts of Interest</b>	<p>Q: With regard to bundled IPC training/education, is there an option to include the bidder’s online training/education school as available on the bidder’s business web portal.</p> <p>A: At this time the State has determined there is insufficient information to provide a response at this time.</p> <p><b>Please see State of NJ Standard Terms and Conditions</b></p> <p>Please note: Section 2.0 Standards Prohibiting Conflicts of Interest. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g.</p>								





## TECHNICAL PROPOSAL:

# New Jersey Department of Health Infection Prevention (IP) Placement for NJ Long-term Care Facilities

**Bidding Opportunity 01-04-01-22**

**Period of Performance: Award Date – June 30, 2024  
(or 12 months after the national public health emergency is declared over,  
whichever comes first)**

Submitted by APIC Consulting Services  
May 19, 2022



# **Contract Forms Representations & Certifications**

*(Please see attached)*



## Contract Proposal Cover Sheet

May 19, 2022

New Jersey Department of Health

To Whom it May Concern:

Thank you for the opportunity to submit the attached proposal to the New Jersey Department of Health for Bidding Opportunity **01-04-01-22**. On behalf of APIC Consulting Services, I have read the Request for Proposals and agree that the organization will be bound by its requirements upon the execution of a contract. Further, APIC Consulting Services will provide timely performance and quality personnel in pursuit of work efforts detailed in the Scope of Work.

Attached are 10 de-identified resumes for consultants who have agreed to do the work as outlined in the RFP. APIC Consulting plans to recruit another 10 consultants for this work so that a team of 20 board-certified IPC consultants can be trained on the specific processes of this project, and APIC Consulting can provide a seamless, standardized service to NJ DOH.

APIC Consulting Services' proposal is valid for ninety days (90) from today.

We thank you for the opportunity to present our qualifications for this project. Please contact me directly at [lkretzu@apic.org](mailto:lkretzu@apic.org) or 202-454-2611 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Leslie E. Kretzu", written in a cursive style.

Leslie E. Kretzu  
Chief Executive Officer



## Proposal

### **About APIC Consulting Services, Inc.**

APIC Consulting Services is a full-service consulting company specializing in infection prevention and control solutions. Utilizing the expertise of our industry-leading consultants, APIC Consulting Services works in healthcare and other business settings to prevent and control infections. APIC Consulting has worked with more than 35 state departments of health, hospital systems, and industry leaders to provide infection prevention and control expertise. With access to leading resources and world-renowned authorities in infection control, no other consulting firm offers the same level of knowledge and expertise.

APIC Consulting Services is a wholly owned subsidiary of the Association for Professionals in Infection Control & Epidemiology (APIC). APIC, the professional membership association for infection preventionists, has more than 15K members and has been a leader in striving to end healthcare-associated infections for more than 45 years. APIC's mission is to advance the science and practice of infection prevention and control. APIC Consulting Services was created to assist in these efforts by bringing expertise directly to clients in customized solutions.

Most APIC members are nurses, physicians, public health professionals, epidemiologists, microbiologists, or medical technologists who:

- Collect, analyze, and interpret health data to track infection trends, plan appropriate interventions, measure success, and report relevant data to public health agencies.

- Establish scientifically based infection prevention practices and collaborate with the healthcare team to assure implementation.
- Work to prevent healthcare-associated infections (HAIs) in healthcare facilities by isolating sources of infections and limiting their transmission.
- Educate healthcare personnel and the public about infectious diseases and how to limit their spread.

Many IPs are employed within healthcare institutions and serve as educators, researchers, consultants, and clinical scientists. The majority of APIC members are affiliated with acute care settings. An increasing number practice in ambulatory and outpatient services where they direct programs that protect patients and personnel from HAIs. Members are also involved in long-term care, home health, and other practice settings where infection prevention and control is an increasing area of responsibility for nurses and other healthcare personnel.

### **APIC Consultants**

APIC Consultants are board-certified infection prevention and control subject matter experts with an average of 25 years' experience in the field. APIC Consultants have worked with every type of healthcare facility from the nation's largest health systems to physician offices. In the non-healthcare space, APIC Consultants have worked with industries as varied as municipal utility companies, television studios, hotel chains, medical devices, commercial cleaning, aviation, and more. APIC Consulting's nationally recognized faculty members have developed and delivered infection prevention and control training on behalf of Centers for Disease Control



and Prevention (CDC), U.S. Health and Human Services (HHS), state health departments, state hospital associations, and state Chambers of Commerce. APIC Consultants also act as advisors to governmental agencies at a federal, state, and local level.

APIC Consulting has close to 350 board-certified consultants available throughout the country. Ten de-identified resumes for IPC consultants, who have agreed to work on this project, have been attached to this proposal. Each of the 10 chosen have experience in the long-term care setting and are CIC-certified. APIC Consulting will recruit another 10 board-certified consultants so that we can train all 20 on standardized processes at the start of the project in order to provide each NJ facility with standardized IPC consulting services. Several of those chosen have performed ICAR assessments at long-term care facilities throughout the past two years on behalf of other state health departments.

### **Past Performance (Recent Work)**

APIC Consulting has conducted ICAR assessments in many states, including Texas, Washington, Illinois, Ohio, and Pennsylvania, on behalf of their state health departments. During the COVID-19 global pandemic, **APIC Consulting has provided up to 16 interim infection preventionists for the Texas Department of State Health Services on a full-time basis from May 2020 to the present.** These consultants addressed COVID-19 outbreaks, performed onsite and tele-ICAR assessments, reviewed infection control policies and procedures, and delivered IPC training to multiple shifts throughout long-term care facilities across the state. Similar work has been facilitated for the Washington State Department of Health from April 2020 to the



present and for the Pennsylvania Department of Health from February 2021 to the present. **For the state of Pennsylvania, APIC Consulting contracted with 48 CIC-certified consultants with long-term care experience who performed onsite ICAR assessment and delivered training to long-term care facilities throughout the state. The large majority of these consultants were based in Pennsylvania.** Previously, APIC Consulting worked with the Illinois Department of Public Health and the Chicago Department of Public Health to enhance ICAR tools for a variety of facility settings, including long-term care, and perform ICAR assessments for facilities throughout the state over the course of several years.

In addition to working with state health departments to assess long-term care facilities and train facility staff, APIC Consulting has worked with more than 35 long-term care facilities in the State of New Jersey, to assess infection prevention and control programs, enhance policies, and provide training in response to the state's August 2020 Executive Directive. APIC Consulting is also working with long-term care facilities in the states of North Carolina, Wisconsin, Michigan, and Maine to assist with a similar scope of work.

APIC Consulting is partnering with the National Association of County and City Health Officials (NACCHO), a national non-profit representing the nation's nearly 3,000 local governmental health departments on a Centers for Disease Control and Prevention (CDC) funded grant project. The project aims to build and strengthen capacity for local health departments (LHDs) during the COVID-19 global pandemic by securing local consultants to assist health departments and training all stakeholders on the proper processes for facilitating assessments using the Infection Control Assessment and Response (ICAR) tool for long-term care facilities.



APIC Consulting Services is also performing a comprehensive evaluation and assessment of the Delaware Department of Health and Human Services Office of Infection Disease & Epidemiology (DDHHS OIDE) with a focus on the Healthcare Associated Infection (HAI) program, staffing, roles and responsibilities, along with an evaluation of the current DE Epidemiological Lab program and its integration within DDHHS, OIDE and coordination among DE-based healthcare providers (e.g., acute care network, long-term care facilities, outpatient surgery centers, etc.) including post-acute healthcare facilities such as dialysis, dental, and rehabilitation.

APIC, the parent organization, has a long, robust history of working with partners on infection prevention and control training and quality projects. From 2018-2021, APIC successfully delivered customized educational training to a significant number of state and local departments of health, including Connecticut DOH, Iowa Department of Public Health, Washington State DOH, West Virginia DHHR, California Department of Corrections, Washington State Hospital Association (WSHA), and South Carolina Department of Health & Environmental Control (DEHC). In 2018 and 2019, APIC was contracted by the Louisiana Department of Health Healthcare-associated Infections and Antibiotic Resistance (HAI/AR) Program to provide premier infection prevention training for IPs.

APIC created an online Long-term Care Certificate Course® for the Illinois Department of Health and delivered the LTC certificate course in person to countless state health departments. In addition to long-term care training work, APIC has provided basic and intermediate training courses for infection preventionists and healthcare workers in acute care





facilities, ambulatory surgery centers, and dialysis for many years. APIC is currently working with the PA Department of Health to provide the ASC Intensive Certificate Series to ambulatory surgical centers throughout the state.

**Recent Government Contracts for APIC Consulting Services:**

**1. Name of Contracting Organization: [Pennsylvania Department of Health](#)**

Contract Number: [REDACTED]

Description of services provided under the contract and the ways the services performed are relevant to the services required under this RFP:

[CIC-certified APIC Consultants enhanced the CDC's Infection Control Assessment and Response \(ICAR\) tool for long-term care facilities and are providing a 2-day onsite assessment and training to each of the state's 643 long-term care facilities throughout the state, excluding Philadelphia. Written reports and ICAR/Training Data submissions are completed through the REDCap platform and delivered to PA DOH.](#)

Names, addresses, telephone numbers, e-mail address (if known) and facsimile numbers of the Contracting Officer and the Project Officer for all Government contracts. Names, addresses, telephone numbers, and facsimile numbers of private sector contacts equivalent of a Federal Government Contracting Officer and Project Officer (operations manager or project manager):

**[Christine L Mulgrew, MPH PhD](#)** | Epidemiologist  
[PA Department of Health | Bureau of Epidemiology](#)  
[625 Forster Street Room 912 | Harrisburg, PA 17120-0701](#)  
Phone: [REDACTED]  
[\[www.health.pa.gov|www.health.pa.gov\]](#)

**[Emma Badra, MPH, CIC](#)** | Project Manager  
[PA Department of Health | Bureau of Epidemiology](#)  
[625 Forster Street | Harrisburg, PA 17120-0701](#)  
Phone: [REDACTED]  
[www.health.pa.gov](#)



The dollar value of the contract: \$3,282,596

Contract type (Firm-fixed price, cost-plus-fixed-fee, etc.): Firm-fixed price

Period of Performance: February 15, 2021 – March 31, 2022 (extended until July 31, 2022)

Place of performance: Throughout Pennsylvania with the exception of Philadelphia

The number and type of personnel assigned in performance of the contract:  
Currently, 38 Infection Preventionist consultants and 3-5 APIC Consulting Services staff

Information on problems encountered on the identified contracts and the offeror's corrective actions: No major problems encountered

Copies of the most recent Past Performance Evaluation issued to the offeror under each contract listed: No performance evaluation received

## 2. Name of Contracting Organization: Texas Department of State Health Services

Contract Number: [REDACTED]

Description of services provided under the contract and the ways the services performed are relevant to the services required under this RFP: APIC Consulting Services has had several contracts with Texas DSHS to provide 10-16 board-certified infection preventionists to deliver on-site/remote support. Our current contract is for 6 months (through January 31, 2022.) APIC Consultants must have experience in outbreak investigations for COVID and healthcare-associated infections.

Names, addresses, telephone numbers, e-mail address (if known) and facsimile numbers of the Contracting Officer and the Project Officer for all Government contracts. Names, addresses, telephone numbers, and facsimile numbers of private sector contacts equivalent of a Federal Government Contracting Officer and Project Officer (operations manager or project manager):

**Enyinnaya N. Merengwa, MD, DrPH, MHA, MPH**  
Healthcare Safety Investigations Group Manager  
Healthcare-Associated Infections (HAI) Coordinator



Healthcare Safety Unit  
Texas Department of State Health Services  
Tower Building, Mail Code 1960  
Austin, Texas 78714  
Office: [REDACTED]

The dollar value of the contract: Current contract September 1, 2021 - January 31, 2022 - \$1,120,000.00 (Note: An additional contract has been received for \$2.2M extending until January 2023.)

Contract type (Firm-fixed price, cost-plus-fixed-fee, etc.): Firm-fixed price plus at cost travel expenses.

Period of Performance: Since inception, May 4, 2020 - January 31, 2022 (to be extended). Current contract September 1, 2021 - January 31, 2022 (extended for an additional year).

Place of performance: Throughout the State of Texas

The number and type of personnel assigned in performance of the contract: 10-16 Infection Preventionist consultants and 1 APIC Consulting Services staff

Information on problems encountered on the identified contracts and the offeror's corrective actions: No major problems encountered

Copies of the most recent Past Performance Evaluation issued to the offeror under each contract listed: No performance evaluation received, just continued contracts issued for continuation of work.

### 3. Name of Contracting Organization: Washington State Department of Health

Contract Number: [REDACTED]

Description of services provided under the contract and the ways the services performed are relevant to the services required under this RFP:

APIC Consulting Services' board-certified infection preventionists are delivering on-site and remote support to long-term care facilities throughout the State of Washington. Activities include IPC training for LTC staff, remote surveillance assistance, COVID-prevention and control work, and more.



Names, addresses, telephone numbers, e-mail address (if known) and facsimile numbers of the Contracting Officer and the Project Officer for all Government contracts. Names, addresses, telephone numbers, and facsimile numbers of private sector contacts equivalent of a Federal Government Contracting Officer and Project Officer (operations manager or project manager):

Sara Podczervinski, RN, MPH, CIC, FAPIC  
Healthcare-Associated Infections and Antimicrobial Resistance Section Manager  
Office of Communicable Disease Epidemiology  
Disease Control and Health Statistics  
Washington State Department of Health  
Office: [REDACTED]

The dollar value of the contract: From March 2020 to July 2021, \$425,637.16 was invoiced. Work is ongoing.

Contract type (Firm-fixed price, cost-plus-fixed-fee, etc.): Firm-fixed price

Period of Performance: March 23, 2020 - ongoing with no end date listed.

Place of performance: Throughout the State of Washington.

The number and type of personnel assigned in performance of the contract: 1-3 Infection Preventionist consultants and 1 APIC Consulting Services staff

Information on problems encountered on the identified contracts and the offeror's corrective actions: No major problems encountered

Copies of the most recent Past Performance Evaluation issued to the offeror under each contract listed: No performance evaluation received, just continued contracts awarded for continuation of work.

Similar work was done with the Illinois Department of Public Health (IDPH) using Ebola funds from 2015-2019. Work was done throughout the state of IL, with the exception of Chicago. The total dollar value of the cost reimbursement contract was \$2,579,948.25. Our point of contact is no longer with IDPH. No problems were encountered, and no performance evaluations received, just a continuation of contracts awarded.



## **Scope of Work**

### **Ten (10) Qualified Infection Preventionists (IPs)**

APIC Consulting Services has identified and secured ten (10) board-certified infection preventionist consultants to perform the work detailed in Tasks 1.1 and 1.2. APIC Consultants will serve as IPC experts in collaboration with other team members from NJ DOH, utilizing their robust experience in the field to support NJ long-term care facilities. Each APIC Consultant contracted for this work is board certified in infection control (CIC-certified). Each APIC Consultant is up to date with current COVID-19 guidance from CDC and will be briefed on NJ-specific regulations.

APIC Consultants will work onsite at long-term care facilities throughout the state for a maximum of one month (30 days) at each location. They will provide day-to-day leadership and oversight of infection prevention practices, education of staff, auditing of staff, and ensuring that policies and procedures are up to date, reflecting best practices and current regulations. APIC Consulting will collect and report on frequently asked questions and trends identified in the field. APIC Consultants will train staff at long-term care facilities, provide updated or new IPC policies and procedures, and develop a final report for each facility outlining tailored recommendations for further advancing patient safety.



## **Project Manager / Point-of-Contact**

An APIC Consulting Services' Project Manager will be assigned to this work and will drive the scope of work, acting as the point person for the NJ Department of Health and for all consultants. This Project Manager will have experience in facilitating similar level projects and will supervise the time for both onsite and remote infection prevention staff, ensuring that remote work does not exceed 20% of weekly time as per the RFP.

The Project Manager will collaborate closely with DOH staff to assist IPs assigned to different facilities, regularly communicating with DOH leadership. The Project Manager will manage communications throughout the project, including with local health departments. Progress reports will be sent weekly to stakeholders outlined by NJ DOH. The Project Manager will participate in regular conference call meetings with NJ DOH leadership to report on progress and recommendations for improvement.

The Project Manager will provide a copy of each final auditing/assessment report to DOH leadership at the end of each IP placement. The Project Manager will facilitate a process that delivers standardized reports to each facility, ensuring high quality reports that have been reviewed by APIC Consulting's team. The Project Manager will track and report all trainings provided to long-term care facilities. It should be noted that APIC Consulting has experience delivering weekly tracking reports for its projects. **APIC Consulting is currently using robust tracking reports in its project with the PA Department of Health**, which has a very similar scope of work to this NJ Department of Health project.



## Education

APIC Consultants will train staff at each long-term care facility. The education plan will be developed in collaboration with NJ DOH and can include a variety of components including tailored 1:1 and group trainings from the APIC Consultant and virtual/online training series specific to long-term care settings. The APIC Consultant will also spend time training staff on how to use new tools and resources provided during the month-long visit and ensure that new policies and procedures are understood widely throughout the organization. If traditional APIC trainings, such as the APIC Long-term Care Certificate Course® or EPI® courses are preferred, a separate quote can be developed.

For any questions about this Scope of Work, please contact Kathryn Hitchcock, Deputy Director at [khitchcock@apic.org](mailto:khitchcock@apic.org) or Leslie Kretzu, CEO at [lkretzu@apic.org](mailto:lkretzu@apic.org). Thank you for the opportunity to collaborate with the New Jersey Department of Health on this important project.



APIC Consultant 1  
APIC Consulting Services: [REDACTED]

## OBJECTIVE

Compassionate and hard-working doctor of nursing practice with a passion for people and quality care. Bringing focus, attention to detail, and a caring smile to patients of all ages and all backgrounds

## CREDENTIALS

- Certification in Infection Control & Epidemiology (CIC)
- American Nurses Credentialing Center (ANCC) Family Nurse Practitioner (FNP) board certified
- Licensed Pennsylvania Department of Health Registered Nurse (RN)

## EDUCATION

University of Tennessee, Knoxville - 2021  
Doctorate of Nursing Practice  
Family Nurse Practitioner Concentration  
GPA: 3.95

University of Tennessee, Knoxville - 2018  
Bachelor of Science in Nursing  
Cum Laude Honors

Universidad de Navarra, Pamplona - 2017  
International Nursing Program

## WORK EXPERIENCE

Infection Preventionist Consultant -  
APIC Consulting  
Pennsylvania

June 2021-Current

- Performing Infection Control Assessment and Response Program (ICAR) in healthcare facilities including acute care hospitals, skilled nursing facilities, assisted living facilities, and residential home for the aged.
- Providing infection prevention and epidemiology onsite training to healthcare facilities.
- Auditing of facility environment of care, water management, antimicrobial stewardship, and infection prevention and control programs.
- Developing consultant training program for effective data entry via REDCap
- Mentoring new consultants on ICAR implementation and effective training programs



### **Infection Preventionist Registered Nurse - Tennessee Department of Health (State Level)**

*Nashville, Tennessee*

June 2020-May 2021

- Conducting on-site, virtual, and telephone infection prevention and control assessments of healthcare facilities (including acute care hospitals, skilled nursing facilities, assisted living facilities, and residential home for the aged)
- Providing infection prevention and epidemiology expertise to healthcare facilities across the state of Tennessee
- Identifying epidemiologic trends and implementing evaluation and follow-up of trend to prevent further transmission of disease
- Ensuring the mitigation of identified infection control gaps
- Observing infection control practices and reviews policies and procedures to ensure compliance with national best practices endorsed by the Healthcare Infection Control Practices Advisory Committee (HICPAC), the Association for Professionals in Infection Control and Epidemiology (APIC) and the Society for Healthcare Epidemiology of America (SHEA).
- Providing infection control training to internal and external stakeholders, including state, regional and local health department staff, state surveyors, Emergency Medical Services (EMS) providers, infection preventionists and quality improvement specialists

### **Nurse Consultant - Infection Prevention and Emergency Management - Horizon Health - UHS Affiliate**

*National Level*

May 2020-January 2021

- Auditing, data collection, and process improvement of hospital procedures
- Providing educational courses to fulfil Centers for Medicare and Medicaid (CMS) and Joint Commission (JC) requirements for licensure
- Developing of policies and procedures in accordance with CMS and JC
- Executing an antimicrobial stewardship program and emergency management programs.

### **Infection Preventionist Registered Nurse - Summit View Health Management**

*East Tennessee Region*

May 2018-June 2020

- Hired in order to combat Tier 1 organism outbreak. Through collaboration with the Tennessee Department of Health and Centers for Disease Control, effectively controlled Tier 1 organism colonization outbreak.
- Implementing, regulating and adjusting of infection control policies in procedures in 3 in-patient facilities (both rural and suburban settings) in the East Tennessee region.
- Reporting healthcare acquired infections and health promotion projects to National Healthcare Safety Network.
- Coordinating care with Medical Director, Pharmacist, Nurse Practitioners, Nursing Staff, and transferring facilities.
- Educating staff regarding communicable diseases and infection prevention measures.
- Collection, recording, and analyzing of data regarding infection control: infection rates, antibiotic usage, personal protective equipment uses, and hand hygiene.
- Immunization of employees and patients.
- Executing an antimicrobial stewardship program including an infection treatment plan.

### **Hospital Administrator - Behavioral Health of Rocky Top**

*Rocky Top, Tennessee*

February 2020-April 2020

- Developing of policies and procedures
- Reporting regulatory data to Centers for Medicare and Medicaid (CMS) and the Joint Commission
- Reporting financial and operational data to the Tennessee Department of Health
- Conducting new employee hiring and termination of employees
- Creating and leading new employee orientation and annual trainings
- Auditing of facility processes including charting, environment of care, emergency preparedness and infection control
- Leading facility management meetings and interdisciplinary team meetings

## Medical Director Support - Smoky Mountain Home Health and Hospice

Knox County & Sevier County, Tennessee

July 2017-May 2018

- Assisting in Patient Rounding.
- Medical Scribing.
- Obtaining vital signs and patient assessments.
- Coordinating care with healthcare providers.
- Organizing medication administration with pharmacist.
- Supplying end-of-life emotional support to patients, families, and loved ones.
- Planning patient visits and weekly schedules.

## SKILLS & HONORS

- Keynote Speaker of the 2021 Tennessee Junior Science & Humanities Symposium
- Speaker at the 2019 Smoky Mountain Fall Conference of American Professionals in Epidemiology and Infection Control with the presentation entitled: *Non-Traditional Infection Control: Thinking Outside the Acute Care Box*
- Association for Professionals in Infection Control & Epidemiology - Local and National Chapter Member
- Sigma Theta Tau National and Local Chapter Member
- Knoxville East Tennessee Healthcare Coalition Member
- Graduate Student Nursing Association Member
- Infection Control and Prevention Officer Specialized Training – American Healthcare Association
- Federal Emergency Management Agency (FEMA) Certificates in IS-00100.c, IS-00200.hca, and IS-00700.b.
- Proficient in Microsoft Suite, Photoshop, and medical data collection.

## RESEARCH & COLLABORATIONS

- Facility site coordinator for the *Extensively Drug Resistant Organisms: Improving Understanding Of Care Patterns In Long Term Care Facilities* research study project with Tennessee Department of Health Healthcare Associated Infections Division, Emory University, and the University of Utah in August and September 2019.
- Facility site coordinator in the production of an *Extensively Drug Resistant Acinetobacter Baumanni* manuscript in September 2019.
- Research conducted on *Increasing Drug Resistance in Healthcare Settings: Implementation of an Antimicrobial Stewardship Program in an Enhanced Respiratory Care Unit* for Doctorate of Nursing Practice clinical project.



## APIC Consultant 2

APIC Consulting Services: [REDACTED]

### WORK EXPERIENCE

#### **Infection Prevention Consultant October 2021- Current**

Association for Professionals in Infection Control and Epidemiology (APIC) Consulting Services

*Pennsylvania Department of Health Long-term Care Facility Assessments & Trainings ICAR Project - Responsibilities included an onsite 2 day visit to skilled nursing facilities where detailed facility environmental rounding was conducted with a focus on infection control and prevention standards of care. Submission of a detailed report of those findings with recommendations based on national guidelines and standards. Completion of an infection control assessment of risk (ICAR). A full day of Infection Control and Prevention education with topics that include, but are not limited to, hand hygiene with Glo-germ demonstration, Transmissionbased Precautions, donning and doffing personal protective equipment (PPE).*

*Interim Infection Preventionist -Responsibilities included an infection control and prevention assessment of a Skilled Ventilator Care Facility. Accomplishments included compliance with Pennsylvania's Healthcare Associated Infections Act 52 including creation of an Infection Control Program Plan and Risk Assessment and supporting policy and procedures.*

Infection Control Consulting Services (ICCS)

*Ambulatory Site Visits- Responsibilities include one day visits to various ambulatory care facilities that include detailed facility environmental rounding with a focus on infection control and prevention standards of care. Submission of a detailed report of those findings with recommendation based on national guidelines and standards. Sites visited include but are not limited to Pediatric Dental Surgical Center, Adult Ambulatory Surgical Centers, and Plastic Ambulatory Surgery Center.*

#### **Thomas Jefferson University Hospital, Jefferson Healthcare System August 2020 - September 2021 Position: Director of Infection Control**

*Responsibilities include the management of an Infection Control and Prevention program for a licensed 927 bed academic medical center that provides transplant services (bone marrow and solid organ), acute burn services, obstetrics, neonatology, and level 1Trauma. Duties include oversight and accountability for surveillance and data trend analysis for hospital associated infections, outbreak investigations, implementation of current CDC guidelines, JCAHO/CMS standards. Maintaining compliance with all aspects of PA Act 52, as well as all CMS and JCAHO IC standards. Accomplishments include but are not limited to: Participated in a collaborative Emergency Management team to oversee Covid 19 initiative including employee exposures, and outbreak management. Project Manager for the implementation of an integrated healthsystem wide CLABSI initiative. Management of an extensive comprehensive outpatient Infection Control Program that*

*includes an Ambulatory Surgical Center, multiple infusion centers, Sidney Kimmel Cancer Center, Endoscopy, Internal Medicine, Rheumatology, Surgical Services, Oral Facial Maxillary Surgery, Pulmonary, and OBGYN.*

**Pennsylvania Hospital, University of Pennsylvania Healthcare System**

**December 2019 – August 2020**

**Position: Infection Preventionist**

**Abington Hospital, Jefferson Healthcare System**

**Position: Director of Infection Control**

August 2008 – November 2019

*Responsibilities include the management of an Infection Control and Prevention program for a licensed 637 bed tertiary teaching facility. Duties include oversight and accountability for surveillance and data trend analysis for hospital associated infections, outbreak investigations, implementation of current CDC guidelines, JCAHO/CMS standards, and implementation and maintenance of a electronic data mining program.*

*Accomplishments include, but are not limited to, the development of a multidisciplinary approach to decreasing CLABSI by partnering with the Nursing Professional Practice department and implementing a robust care and maintenance program. The implementation and ongoing improvement initiatives for the reduction of CAUTI, surgical site infections, multi-drug resistant organisms, and C. difficile. Additionally, the collaborative development of a sterilization and disinfection programs, including a comprehensive high level disinfection process for both inpatient and outpatient departments including physician practices as well as comprehensive Endoscopy programs.*

*I led the creation of a comprehensive outpatient Infection Prevention and Control program for a large number of physician practices with over 100 locations spanning 3 counties. Practices include Oncology, Endoscopy, Obstetrics and Gynecology, Surgery, Internal Medicine, Family practice, Urology, and ENT. Additionally ensured the standardization of the Infection Control and Prevention program in a newly constructed and comprehensive Oncology Center that includes infusion, phlebotomy, radiation oncology, and endoscopy. Additional outpatient locations include a robust Dental Clinic, OB/GYN Clinic, and multidisciplinary Medical/Surgery Clinic.*

*I participated in an integrated approach to antibiotic stewardship focusing on multi-drug resistance as well as prevention and control of C. difficile infections. Implementation of a successful mandatory employee influenza and pertussis vaccination programs. Maintaining compliance with all aspects of PA Act 52, as well as all CMS and JCAHO IC standards.*

**Frankford Hospital**

**Position: Director of Infection Control**

June 2000 – August 2008

Responsibilities include management of an Infection Control and Employee Health programs for a 3 campus community healthcare system.

**Frankford Hospital**

**Position: Infection Control Practitioner**

August 1992 – June 2000

**Frankford Hospital**

**Position: Critical Care Staff Nurse**

**May 1981 – August 1992**

**EDUCATION**

University of St. Francis

Masters, Health Administration

July 2012

Philadelphia University

Bachelor of Science: Business in HealthCare Administration

May 2001

Frankford Hospital School of Nursing

RN Diploma

May 1981

**LICENSE / CERTIFICATION / MEMBERSHIPS**

PA RN License

CBIC certification since 1995, current renewal 2020

APIC membership

## APIC Consultant 3

APIC Consulting Services: [REDACTED]

### EXECUTIVE SUMMARY

A results oriented leader with demonstrated accomplishments in infection prevention and control and healthcare epidemiology. Recognized for exceptional collaborative leadership and analytical skills, assembling and leading multidisciplinary teams to address infection prevention priorities, utilization of technology for data management and analysis, and assessing the economic impact of healthcare-associated infections. Expertise includes:

- Organizational Leadership
- Patient Safety
- Strategic Planning
- Public Health/Epidemiology
- Surveillance Technology
- Project Management
- Product Standardization
- Regulatory Compliance
- Communication – written and verbal

### PROFESSIONAL EXPERIENCE

University of Maryland School of Medicine – Department of Epidemiology and Public Health **2016 -**  
*Nurse Coordinator* – infection prevention research and consulting

- Serving as an infection prevention subject matter expert for department faculty grant-funded research projects as requested and as an infection preventionist for contracted departmental infection prevention and control business activities, e.g., COVID-19 reopening of daycare centers, colleges (MICA) and the entertainment industry (Netflix). Direct supervisors: Anthony Harris, MD, MPH and Mary-Claire Roghmann, MD (410-706-0066)

IPC Consulting Group LLC - President, Baltimore, MD **2016 –**

- Infection Prevention Research Coordinator/Consultant to Professional Disposables International (PDI)- **September 2016 – December 2021**. Direct report to Keith St. John, VP of Clinical Affairs (302-598-5662).
- Infection Prevention Consultant to St. Agnes Hospital – Feb-July 2017: Direct report to Cheri Hahn, Assistant VP of Quality (667-234-2204).
- Nurse Consultant – Division of Infection Prevention, Maryland Dept. of Health – **Feb. 2017-Feb. 2019**. Performing risk assessments for dialysis and long-term care facilities. Direct report to Richard Brooks, MD – Medical Officer, CDC and Md. Dept. of Health Prevention and Response Branch (410-767-7395).
- Infection Prevention Consultant to Froedtert and The Medical College of Wisconsin – March 2017; Direct report to Elizabeth Behrens, VP of Quality, Patient Safety and Performance Improvement (414-805-2145).
- Infection Prevention Consultant to APIC Consulting Group, Inc. – **April 2017 – present**. Direct report to Leslie Kretzu, Executive Director (202-789-1890). Currently participating in the PA LTC project as a consultant.
- Infection Prevention Consultant to Ventura County Health Agency: July/Aug 2016  
Assigned through The Healthcare Initiative: Managing Partner -Tania Pena (303-799-8188 ext. 102); Direct report to Pauline Hunter- Interim Chief Nursing Officer (805-652-6578).

Wolters Kluwer Health: Clinical Surveillance Solutions, Madison, WI **2012- 2016**  
*Clinical Program Manager- Infection Prevention*

Facilitated the adoption of the infection prevention surveillance software application into the end-users work environment to ensure successful integration and desirable outcomes and contributed to product development and clinical content.

- Designed and implemented training content for end-users focused on the transition from manual to

electronic surveillance methods for successful workflow integration of the software: customer satisfaction scores consistently >90%.

- Infection Prevention content editor responsible for designing clinical decision support alerts based on end-users needs. Served as the subject matter expert regarding the Centers for Disease Control National Healthcare Safety Network requirements.
- Participated in product design meetings regarding new features, enhancements and quality control activities.
- Wrote monthly blogs on infection prevention topics of interest for the company's website
- Served as editor for the Clinical OneSource Infection Prevention website offering which provided links to regulatory standards, guidelines and literature relevant to our end-users.
- Served as faculty for multiple webinars on relevant infection prevention topics.

Healthcare Resolution Services:

***Infection Prevention Contractor***

**2011-2016**

Maryland Healthcare Commission Project: MHCC 11-016 HAI Data Quality Review and Chart Audit: Serving as an auditor for this five year validation study of central line-associated bloodstream infections identified in patients in Maryland hospital intensive care units (adult, pediatric and neonatal), and surgical site infections in patients undergoing coronary artery bypass grafting and hip and knee replacements.

University of Maryland Medical Center, Baltimore, MD

**1983-2011**

***Director, Infection Prevention and Hospital Epidemiology***

Responsible for the planning, development, implementation and evaluation of infection prevention and control activities throughout the Medical Center, including the acute care, ambulatory and behavioral health programs.

- Directed day-to-day operations of the program supervising four infection preventionists, a data analyst, and an administrative assistant.
- Created the organizational infection prevention plan, identifying prioritized risks pertaining to the patient population served, occupational hazards to the healthcare team and environmental factors contributing to infection.
- Data aggregation/analysis/reporting of healthcare-associated infections, multi-drug resistant pathogens, and occupational exposures to bloodborne pathogens to senior leadership with corrective action plans as appropriate.
- Implemented mandatory state reporting of bloodstream and surgical site infection data through the CDC National Healthcare Safety Network.
- Led the development and implementation of the Joint Commission readiness plan for infection prevention and control: no major program deficiencies were identified for the organization during my leadership.
- Assembled and led multidisciplinary teams to address infection prevention priorities: achieved a 70% reduction in central line-associated bloodstream infection rates among intensive care unit patients.
- Contributed to the development and facilitated the use of information technology to promote the translation of evidence-based infection prevention practices to the bedside: clinician use of an electronic checklist when inserting a central line, daily entry of invasive devices for all inpatients and a daily assessment of the device necessity.
- Developed and/or revised organizational infection prevention policies and procedures utilizing current evidence-based practice guidelines on an annual or as needed basis.
- Partnered with professional development colleagues to develop infection prevention training programs.
- Participated on the Product Standardization Committee: facilitated the approval of a new technology disinfectant endorsed by the Safety Department and the Green Team resulting in a six figure cost-savings.
- Participated on the Environment of Care Committee: involved in the establishment of monitoring for water-borne pathogens, construction monitoring for dust control violations, air monitoring in the Operating Rooms and isolation rooms, and occupational bloodborne pathogen hazards. Participated in environmental rounds of the facility to ensure compliance with regulatory standards.
- Facilitated the expansion of the Environmental Hygiene program to assess the cleanliness of the environment by implementing the use of a fluorescent marker as a quantitative metric.

University Specialty Hospital, Baltimore, MD  
**Infection Control Consultant**

**2006-2011**

- Facilitated effective collaboration between the infection preventionists/physicians/administrators at this long-term acute care institution affiliated with the Medical Center in order to promote best practice for the prevention and control of major healthcare-associated infections and the management of antibiotic-resistant bacteria.
- Introduced data-mining software to improve the efficiency of surveillance activities.
- Provided educational offerings and assistance with outbreak management.
- Facilitated intra-hospital communication for patient transfers to improve quality of care and reduce transmission of multi-drug resistant infections.
- Promoted cost-savings through standardization of expensive products/technology for infection prevention and control.

University of Maryland School of Nursing, Baltimore MD  
**Faculty Associate**

**2006-2013**

- Faculty coordinator for an elective course on Emerging Infections offered to both undergraduate and graduate level nursing students with uniformly excellent evaluations

#### **EDUCATION AND PROFESSIONAL DEVELOPMENT**

- Bachelor of Science: Nursing, University of Maryland School of Nursing
- Master of Science: Nursing, University of Maryland School of Nursing: Major – Education; Minor – Trauma/Critical Care
- Faculty Associate: Department of Organizational Systems and Adult Health, University of Maryland School of Nursing
- Inductee of Sigma Theta Tau Honor Society
- Editorial Board Member: *American Journal of Infection Control*
  - Reviewer: *American Journal of Infection Control*
  - Section Editor: From Paper to Practice: *American Journal of Infection Control*
- Member of The Society for Healthcare Epidemiology of America (SHEA)
  - Member of the SHEA Education and External Affairs Committees- 2016-2019
  - Member of the SHEA Education webinar subcommittee – 2016 - 2021
  - Member of the SHEA Meeting Planning Committee – 2021-2022
- Member of The Association for Professionals in Infection Control (APIC) and local chapter (GBAPIC)
  - Member of the APIC Research Committee – 2020-present; chapter author for APIC Research Toolkit released 2022
  - AJIC Podcasts: Science into Practice – appointed to assist with manuscript selection 2021
- Completion of FEMA Emergency Management Institute Independent Study Course: IS-00700 National Incident Management System (NIMS)

**LICENSURE:** Maryland R057056

**CERTIFICATION:** Certification in Infection Control: Certification Board of Infection Control and Epidemiology: 03598. Valid through 12/31/2023.

**FELLOW DESIGNATION:** Fellow of the Association for Professionals in Infection Control: Awarded June 2017. Fellow of the Society for Healthcare Epidemiologists of America: Awarded June 2020

**SHEA 2018 Advanced Practice IP Award:** Awarded July 2018.



## PUBLICATIONS:

Smith H, Watkins J, Otis M, **Hebden J**, Wright MO. Health Care-Associated Infections Studies Project: An American Journal of Infection Control and National Healthcare Safety Network Data Quality Collaboration Case Study – Chapter 2 Identifying Healthcare-Associated Infections for NHSN Surveillance case study vignettes, *AJIC: American Journal of Infection Control* (2022), <https://doi.org/10.1016/j.ajic.2022.02.028>

Russo V, Leaptrot D, Otis M, Smith H, **Hebden J**, Wright MO. Health Care-Associated Infections Studies Project: An American Journal of Infection Control and National Healthcare Safety Network Data Quality Collaboration Case Study – Chapter 9 Surgical Site Infection Event (SSI) Case Study, *AJIC: American Journal of Infection Control* (2022), doi: <https://doi.org/10.1016/j.ajic.2022.03.036>

**Hebden J** and Monsees E. Journal Club: Effectiveness of the systematic use of antimicrobial filters in the water taps of critical care units for the prevention of healthcare-associated infections with *Pseudomonas aeruginosa*. *Am J Infect Control* (2022); 50:473–474.

Konner R, Russo V, Leaptrot D, Allen-Bridson K, Dudeck M, **Hebden J**, Wright MO. How infection present at time of surgery (PATOS) data impacts your surgical site infection (SSI) standardized infection ratios (SIR), with focus on the complex 30-day SSI SIR model. *Am J Infect Control* (2021); 49:1423-1426.

Watkins J, Gross C, Godfrey-Johnson D, Allen-Bridson K, **Hebden J**, Wright MO. Health Care-associated infections studies project: An American Journal of Infection Control and National Healthcare Safety Network data quality collaboration case study. *Am J Infect Control* (2021); 49:1075-77. <https://doi.org/10.1016/j.ajic.2021.02.010>

Norricks B, Lewis N, Allen-Bridson K, **Hebden J**, and Wright MO. Health Care-associated infections studies project: An American Journal of Infection Control and National Healthcare Safety Network data quality collaboration case study. *Am J Infect Control* (2021); 49:224-225.

**Hebden J**, and Pogorzelska-Maziarz M. Journal club: Stopping the routine use of contact precautions for management of MRSA and VRE at three academic medical centers: An interrupted time series analysis, *Am J Infect Control* (2020); 48:1562-63.

Lydecker AD, Osei PA, Pineles L, Johnson JK, Meisel J, Stine C, Magder L, Gurses AP, **Hebden J**, et al. Targeted gown and glove use to prevent *Staphylococcus aureus* acquisition in community-based nursing homes: A pilot study. *Infect Control Hosp Epidemiol* 2020; <https://doi.org/10.1017/ice.2020.1219>

Program of Randomized Trials to Evaluate Pre-operative Antiseptic Skin Solutions in Orthopaedic Trauma (PREP-IT) Investigators, Slobogean GP, Sprague S, Wells J, Bhandari M, Rojas A, Garibaldi A, Wood A, Howe A, Harris AD, Petrisor BA, Mullins DC, Pogorzelski D, Marvel D, Heels-Ansdell D, Mossuto F, Grissom F, Del Fabbro G, Guyatt GH, Della Rocca GJ, Demyanovich HK, Gitajn IL, Palmer J,

D'Alleyrand JC, Friedrich J, Rivera J, **Hebden J**, Rudnicki J, Fowler J, Jeray KJ, Thabane L, Marchand L, O'Hara LM, Joshi MG, Talbot M, Camara M, Szasz OP, O'Hara NN, McKay P, Devereaux PJ, O'Toole RV, Zura R, Morshed S, Dodds S, Li S, Tanner SL, Scott T, Nguyen U. Effectiveness of Iodophor vs Chlorhexidine Solutions for Surgical Site Infections and Unplanned Reoperations for Patients Who Underwent Fracture Repair: The PREP-IT Master Protocol. *JAMA Netw Open*. 2020 Apr 1;3(4):e202215. doi: 10.1001/jamanetworkopen.2020.2215. PMID: 32259266; PMCID: PMC7139274.

Cali S, Gross C, Allen-Bridson K, **Hebden JN**, et al. Healthcare-associated infections studies project: An *American Journal of Infection Control* and National Healthcare Safety Network data quality collaboration: Bloodstream infection – patient injection into vascular access. *Am J Infect Control* (2020);48(4):443-445.

Puckett K, Allen-Bridson K, Godfrey D, Gross C, **Hebden JN**, Wright MO. Healthcare-associated infections studies project: An *American Journal of Infection Control* and National Healthcare Safety Network data quality collaboration. *Am J Infect Control* (2018);47(5):574-576.

Wright MO, Decker SG, Allen-Bridson K, **Hebden JN**, Leaptrot D. Healthcare-associated infections studies project: An *American Journal of Infection Control* and National Healthcare Safety Network data quality collaboration: Location Mapping. *Am J Infect Control* 2018; 46; 577-8.

**Hebden JN**. Exploring the why and how questions associated with the adoption of evidence-based practices to reduce healthcare-associated infections. *Am J Infect Control* 2018;46; 1069-70.

Wright MO, Allen-Bridson K, **Hebden JN**. Assessment of the accuracy and consistency in the application of standardized surveillance definitions: A summary of the *American Journal of Infection Control* and National Healthcare Safety Network case studies, 2010-2016. *Am J Infect Control* 2017; 45; 607-11.

Allen-Bridson K, Gross C, Anttila A, Brooks JE, **Hebden JN**, et al. Healthcare-associated infections studies project: An *American Journal of Infection Control* and National Healthcare Safety Network data quality collaboration. *Am J Infect Control* 2017; 45;1394-5.

Smith H, Brooks JE, Leaptrot D, Allen-Bridson K, Anttila A, Gross C, **Hebden JN**, et al. Healthcare-associated infections studies project: An *American Journal of Infection Control* and National Healthcare Safety Network data quality collaboration. *Am J Infect Control* 2017; 45; 612-14.

**Hebden JN**, Leaptrot D, Anttila A, Allen-Bridson K, Brooks JE, et al. Healthcare-associated infections studies project: An *American Journal of Infection Control* and National Healthcare Safety Network data quality collaboration 2016 Case #1. *Am J Infect Control* 2016; 44; 761-3.

Leekha S, Preas MA, **Hebden J**. Association of National Healthcare Safety Network- Defined Catheter-Associated Urinary Tract Infections with Alternate Sources of Fever. *Infect Control Hosp Epidemiol* 2015; 36(10): 1236-38.

**Hebden JN**. Tackling central line-associated bloodstream infections in the ICU. *Nursing 2015 Critical Care* 10: (5); 34-39.

Gross C, Allen-Bridson K, Anttila A, Brooks JE, **Hebden JN**, et al. Healthcare-associated Infections Studies Project Case Study #1: A 2015 *American Journal of Infection Control* and National Healthcare Safety Network Data Quality Collaboration. *Am J Infect Control* 2015; 43; 987-8.

**Hebden JN**. Slow Adoption of Automated Infection Prevention Surveillance: Are Human Factors Contributing? *Am J Infect Control* 2015;43; 559-62.

**Hebden JN**. Nurse-Directed Catheter Removal Protocols to Prevent Catheter-Associated Urinary Tract Infection (CA-UTI): Strategies for Implementation. *Am J Infect Control* 2014; 42; 670.

**Hebden JN** (2014). Principles of Infection Control. In D. Korniewicz (Ed.), *Infection Control for Advanced Practice Professionals*. Lancaster: DEStech Publishing .

**Hebden JN** (2014). Patient Safety and the Chain of Infection.. In D. Korniewicz (Ed.), *Infection Control for Advanced Practice Professionals*. Lancaster: DEStech Publishing.

Allen-Bridson K, Gross C, **Hebden JN**, Morrell GC, Wright MO, Horan T. Healthcare-associated Infections Studies Project: An *American Journal of Infection Control* and National Healthcare Safety Network Data Quality Collaboration – Ventilator -associated event 1, 2013. *Am J Infect Control* 2013;41:1085-6.

**Hebden JN**, Anttila A, Allen-Bridson, K, Morrell GC, Wright MO, Horan T. Healthcare-associated Infections Studies Project: An *American Journal of Infection Control* and National Healthcare Safety Network Data Quality Collaboration – LabID *Clostridium difficile* event 2013. *Am J Infect Control* 2013;41: 916-7.

**Hebden JN**, Murphy C. Minimizing ambiguity to promote the translation of evidence-based practice guidelines to reduce health care-associated infections. *Am J Infect Control* 2013 Jan; 41:75-76.

**Hebden JN**. Rationale for accuracy and consistency in applying standardized definitions for surveillance of healthcare-associated infections. *Am J Infect Control* 2012 Jun; 40: S29-31.

Wright MO, **Hebden JN**, Bridson K, Morrell GC, Horan T. An American Journal of Infection Control and National Healthcare Safety Network data quality collaboration: A supplement of new case studies. *Am J Infect Control* 2012 Jun; 40: S32-40.

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Wright MO, **Hebden JN**, Bridson K, Morrell GC, Horan T. Healthcare-associated Infections Studies Project: Case 2. *Am J Infect Control* 2010 Sep; 38(7): 557-8.

Wright MO, **Hebden JN**, Bridson K, Morrell GC, Horan T. Healthcare-associated Infections Studies Project: An American Journal of Infection Control and National Healthcare Safety Network Data Quality Collaboration. *Am J Infect Control* 2010 Jun; 38(5): 416-8.

Harris AD, Furuno JP, Roghmann MC, Johnson JK, Conway LJ, Venezia RA, Standiford HC, Schweizer ML, **Hebden JN**, Moore AC and Perencevich EN. Targeted Surveillance of Methicillin-Resistant

*Staphylococcus aureus* and Its Potential Use to Guide Empiric Antibiotic Therapy. *Antimicrobial Agents and Chemotherapy*. 2010 Aug; 54(8): 3143-48.

Hatler C, **Hebden J**, Kaler W, Zack J. Walk the Walk to Reduce Catheter Related Bloodstream Infections. *American Nurse Today*. 2010 Jan; 5(1): 26-31.

Talbot TR, Dellit TH, **Hebden JN**, Sama D, Cuny J. Factors Associated with Increased Healthcare Worker Influenza Vaccination Rates: Results from a National Survey of University Hospitals and Medical Centers. *Infect Control Hosp Epidemiol* 2010 May; 31(5): 456-62.

**Hebden, J**. The Translation of Evidence-Based Practice Guidelines to Reduce Catheter-Related Bloodstream Infections: Does Ambiguity Play a Role? *Infection Control Today* Jun 2009; 67-70.

Furuno JP, **Hebden JN**, Standiford HC, Perencevich EN, Miller RR, Moore AC, Strauss SM, Harris AD. Prevalence of Methicillin-resistant *Staphylococcus aureus* and *Acinetobacter baumannii* at a Long-term Acute-care Facility. *Am J Infect Control* 2008 Sept;36 (7) 468-71.

Gurses AP, Seidl KL, Vaidya V, Bochicchio G, Harris AD, **Hebden J**, Xiao Y. Systems Ambiguity and Guideline Compliance: A Qualitative Study of How Intensive Care Units Follow Evidence-Based Guidelines to Reduce Healthcare-Associated Infections. *Qual Saf Health Care* 2008 Oct; 17(5):351-59.

**Hebden JN**, Wright MO, Fuss EP, Standiford HC. Leveraging surveillance technology to benefit the practice and profession of infection control. *Am J Infect Control* 2008 Apr; 36: S7-11.

Harting BP, Talbot TR, Dellit TH, **Hebden J**, Cuny J, Greene WH, Segreti J. University HealthSystem Consortium Quality Performance Benchmarking Study of the Insertion and Care of Central Venous Catheters. *Infect Control Hosp Epidemiol.* 2008 May;29(5):440-42.

Harris AD, McGregor JC, Johnson JA, Strauss SM, Moore AC, Standiford HC, **Hebden JN**, Morris JG Jr. Risk factors for colonization with extended-spectrum beta-lactamase-producing bacteria and intensive care unit admission. *Emerg Infect Dis* 2007 Aug;13(8):1144-9.

Wright MO, Furuno JP, Venezia RA, Johnson JK, Standiford HC, **Hebden JN**, Hill J, Hartley DM, Harris AD, Perencevich EN. Methicillin-resistant *Staphylococcus aureus* among hospitalized prisoners. *Infect Control Hosp Epidemiol.* 2007 Jul;28(7):877-9.

Furuno JP, Harris AD, Wright MO, Hartley DM, McGregor JC, Gaff HD, **Hebden JN**, Standiford HC, Perencevich EN. Value of Performing Active Surveillance Cultures on Intensive Care Unit Discharge for Detection of Methicillin-resistant *Staphylococcus aureus*. *Infect Control Hosp Epidemiol.* 2007 June;28(6)666-70.

Xiao Y, Seagull FJ, Bochicchio GV, Guzzo JL, Dutton RP, Sisley A, Joshi M, Standiford HC, **Hebden JN**, Mackenzie CF, Scalea TM. Video-Based Training Increases Sterile-Technique Compliance During Central Venous Catheter Insertion. *Crit Care Med* 2007 May; 35(5):1302-06.

Sunenshine RH, Wright MO, Maragakis LL, Harris AD, Song X, **Hebden J**, Cosgrove SE, Anderson A, Carnell J, Jernigan DB, Kleinbaum DG, Perl TM, Standiford HC, Srinivasan A. Multidrug-resistant *Acinetobacter* infection mortality rate and length of hospitalization. *Emerg Infect Dis.* 2007 Jan; 13(1): 97-103.

Furuno JP, Perencevich EN, Johnson JA, Wright MO, McGregor JC, Morris JG Jr, Strauss SM, Roghmann MC, Nemoy LL, Standiford HC, **Hebden JN**, Harris AD. Methicillin-resistant *Staphylococcus aureus* and vancomycin-resistant *Enterococci* Co-colonization. *Emerg Infect Dis.* 2005 Oct;11(10):1539-44.

Wright MO, Perencevich EN, Novak C, **Hebden JN**, Standiford HC and Harris AD. Preliminary Assessment of an Automated Surveillance System for Infection Control. *Infect Control Hosp Epidemiol.* 2004 Apr ;25(4): 325-32.

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**Hebden JN**. Preventing Intravascular Catheter-related Bloodstream Infections in the Critical Care Setting. *AACN Critical Issues.* 2002 Aug; 13 (3): 373-81.

El-Masri MM, Joshi M, **Hebden J**, Korniewicz, DM. Use of the Injury Severity Score to Predict Nosocomial Bloodstream Infections Among Critically Ill Trauma Patients. *AACN Clin Issues.* 2002 Aug; 13(3): 367-72.

Siddiqui AH, Harris AD, **Hebden J**, Wilson PD, Morris JG Jr, Roghmann MC. The effect of active surveillance for vancomycin-resistant-*enterococci* in high-risk units on vancomycin-resistant *enterococci* incidence hospital-wide. *Am J Infect Control*. 2002 Feb;30(1):40-3.

Siddiqui AH, Mulligan ME, Mahenthiralingam E, **Hebden JN**, et al. An Episodic Outbreak Of Genetically Related *Burkholderia cepacia* Among Non-Cystic Fibrosis Patients at a University Hospital. *Infect Control Hosp Epidemiol*. 2001 Jul; 22(7): 419-22.

**Hebden JN**, Roghmann, MC. Use of ICD-9 –CM Coding as a Case Finding Method for Sternal Wound Infections after CABG Procedures. *Am J Infect Control*. 2000 Apr;28(2):202-3.

Morris JG Jr, Shay DK, **Hebden JN**, McCarter RJ Jr, Perdue BE, Jarvis W, Johnson JA, Dowling TC, Polish LB, Schwalbe RS. *Enterococci* Resistant to Multiple Antibiotics Including Vancomycin: Establishment of Endemicity in a University Hospital. *Annals of Internal Medicine* 1995 Aug 15; 123(4): 250-59.

Martin MA, **Hebden JN**, Bustamante CI, Rubin LJ .Group A Streptococcal Bacteremias Associated with Intravascular Catheters. *Infect Control Hosp Epidemiol*. 1990 Oct; 11 (10):542-44.

Martin MA, **Hebden JN**. Blood Culture Collection and Needle Punctures in Healthcare Workers. *Infect Control Hosp Epidemiol*. 1989 Sept; 10(9):390-91.

#### **OTHER ACTIVITIES:**

Information regarding educational presentations and professional abstracts accepted for local, regional and national meetings available upon request.

APIC Consultant 4  
APIC Consulting Services: [REDACTED]

### Summary

Infection Prevention Director with demonstrated abilities at the system level in leadership and collaboration to achieve desired outcomes. Effective organizational, planning, and execution abilities. Exceptional group process, team building, and facilitation skills. Excellent oral, written and interpersonal communication skills. Strong background in process improvement methodology. Published author and national/international public speaker.

### Employment History

#### Independent Infection Prevention Consultant 2008-present

- Providing consultative services to healthcare provider organizations nationwide to provide in-depth assessments and leadership support for infection prevention and specialty programs related to program development, education, and opportunities for improvement.
  - Most recent engagement- Interim Director of Infection Prevention for Kootenai Health 9/2020 thru 9/2021 with APIC Consulting.
  - SDSI consultant for Joint Commission readiness surveys
- Consultant to healthcare industries to bridge the knowledge gap between sales force and clients, developing client relationships, provide educational opportunities and collaborate on product development.

#### Cape Cod Healthcare Hyannis, MA 2016-2019

**Corporate Director of Infection Prevention** for this two-hospital system with over 350 beds and is integrated within the Cape Cod community with facilities that include a 125-bed long term care facility, Visiting Nurses Association, Urgent Cares, outpatient surgery and physician practices. Responsible for 3.0 FTEs.

- Created patient decolonization program to reduce MRSA and MSSA HAIs. Served to reduce the need for Contact Isolation.
- Implemented pre-op surgical program recognized as best practice by the Joint Commission.
- Documented reductions in CAUTI, CLABSI and SSIs.
- Successful implementation of EPIC EMR and BUGSY.
- Developed EOC rounding processes to standardize and all improve practice settings.

#### Cooper University Health Care, Camden, NJ 2014-2016

**Director of Infection Prevention** for a 638-bed licensed acute care hospital with satellite clinics, urgent care centers, free standing MD Anderson Cancer Center and ambulatory surgery center, and more than 100 physician practices. Budget management of 6.5 FTEs.

- Developed data systems to increase the ability for data analysis and unit-based data reports.
- Facilitated CLABSI and CAUTI reduction strategies to promote improved patient outcomes.
- Assessment of surgical data and department programs to identify opportunities for improvement.
- Established ambulatory IP program to standardize practices and validate compliance.

#### New England Baptist Hospital, Boston, MA 2014

**Consultant for Galileo Search contracted as the Interim Director of Infection Prevention**

This acute care orthopedic and musculoskeletal specialty hospital has a main campus with 17 operating rooms, an Ambulatory Surgery Center with 8 ORs and a 4 OR Surgicare Center.

- Responsible for implementation of the Infection Prevention program with the opportunity to utilize my extensive surgical and SSI prevention background to promote positive patient outcomes.

#### Cone Health, Greensboro, NC 2012-2014

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**System Director of Infection Prevention** for a six-hospital healthcare system with over 1200 licensed acute care beds, multiple outpatient centers of excellence and physician practices.

- Managed budget and staff including 11FTEs.
- Developed structure and implementation of HAI reduction strategies that exceeded system goals with a greater than 50% reduction in CLABSI, CAUTI, VAP and MRSA within one year.
- Created and facilitated multidisciplinary process improvement teams for SSI reductions in specialty services that resulted in standardized practice changes to positively impact SSI rates.
- Facilitated successful integration of the Infection Prevention programs between newly acquired Alamance Regional Medical Center and Cone Health.

**NCH Healthcare System, Naples, FL**

**2010-2012**

**Director of Infection Prevention** for a 2 hospital, 715 bed healthcare system with satellite clinics, urgent care centers, and 28 physician practices.

- Managed budget and staff including 4 FTEs.
- Facilitated process improvements for CLABSI reductions resulting in sustained zero CLABSI rates in the 5 critical care units for greater than one year and a significant reduction in non-critical care units.
- Created Ambulatory Care program for newly acquired MD offices resulting in a successful Joint Commission accreditation receiving 0 RFIs.

**St. Joseph Medical Center, Towson, MD**

**2007-2008**

**Interim Program Manager** of Infection Prevention for a 365-bed facility with Maternal Child Health, Pediatrics, Psych, Oncology, and Open Heart Services.

**MedStar Health, Baltimore, MD**

**2003-2007**

**St. Joseph Medical Center, Towson, MD**

**2002-2004**

**Sharp Healthcare, San Diego, CA**

**1985-2001**

**PROFESSIONAL ORGANIZATIONS**

Member of the American Journal of Infection Control (AJIC) Editorial Board  
Association for Professionals in Infection Control and Epidemiology (APIC)  
Association for Operating Room Nurses (AORN)

**PROFESSIONAL CERTIFICATIONS/ LICENSE**

Certified Infection Control (CIC) since 2000  
Certified Nurse of the Operating Room (CNOR) – 1990  
Food Handler/Food Safety - 2020  
Active RN Licenses in PA, MA, NJ and NC

**EDUCATION**

**University of Maryland, Baltimore, MD**

Master of Science in Nursing, Executive Healthcare Leadership, Phi Kappa Phi

**Widener University, Chester, PA**

Bachelor of Science in Nursing

**PRESENTATIONS**

- 
1. "Strategies & Best Practices to Reduce the Risk of SSIs and BSIs". NACCME.com Webcast available November, 2021.
  2. "Decreasing Risks of Hospital-Acquired Infections (HAIs) to Optimize Surgical Outcomes", 3M Webinar developed and can be accessed at [https://www.youtube.com/watch?v=kakNd9oxJ18!](https://www.youtube.com/watch?v=kakNd9oxJ18) January, 2021
  3. "Making an Impact in the Infection Prevention Community: Understanding the Needs, Developing the Process and Creating Solutions to Improve Patient Care", Keynote speaker for 3M National Sales Meeting, San Antonio TX , January 2020.
  4. "The ultimate strategies to keep the patient safe during the intraoperative phase", presentation for the 14<sup>th</sup> Congress of SOBECC Nacional, Sao Paulo Brazil September 2019.
  5. "Meant to be Broken: Approaches to breaking the transmission link in the chain of infection". National APIC conference, Philadelphia, PA, June, 2019.
  6. Perioperative Skills Lab; National APIC conference, Seattle WA, June, 2017 & 2018.
  7. "Infection Prevention in the Cardiac Cath Lab". 3M Infection Prevention Webinar Series, June 14, 2016.
  8. "Intra-operative Wound Contamination: Managing the bioburden to prevent surgical site infections". 3M Infection Prevention Webinar Series, February 9, 2016.
  9. "Intra-operative Wound Contamination: Managing the bioburden to prevent surgical site infections". AORN Philadelphia Chapter, Plymouth Meeting, PA, October 2015.
  10. "IV Clean Rooms: Learning the Basics to Prevent Medication Related Outbreaks", presentation for National APIC conference, Anaheim, CA, June 2014.
  11. "A Culture of Safety: Providing the best care possible to every patient, every time". Second Annual INFECON Conference, Florianopolis, Brazil, May 2013.
  12. "Skin Preparation for the Prevention of Surgical Site Infections". Second Annual INFECON Conference, San Florianopolis, Brazil, May 2013.
  13. "Infection Prevention in the Interventional Settings". Inland APIC chapter, southern California, April 2013.
  14. "The State of Infection Prevention: Yesterday, Today, Tomorrow". Invited faculty for 2011 Infection Prevention Leadership Summit, October 2011.
  15. "Surgical Skin Antisepsis: Mitigating Endogenous Sources of Wound Contamination to Prevent SSIs", NC State Fall APIC Conference, Raleigh, NC, September 21, 2011.
  16. "NHSN Surveillance Methodology: Decoding CLABSI, UTI, VAP, and SSIs", Virginia State APIC Conference, September 15, 2011.
  17. "Preventing Surgical Site Infections Are you ready for NPSG.07.05.01?", 3M Webinar, September 13, 2011.
  18. "SSI Prevention in the Interventional Setting", Orange County/Coastline APIC Chapter Conference, Costa Mesa, CA, August 9, 2011.
  19. "Preventing Surgical Site Infections in the C-Section Population", Hospital of the University of Pennsylvania, Philadelphia, PA, April 21, 2011.
  20. "Preventing Surgical Site Infections Are you ready for NPSG.07.05.01?" The Delmarva Foundation Webex, February 16, 2011.
  21. "Preventing Surgical Site Infections (SSIs) in Interventional Practice Settings", presentation for National APIC conference, New Orleans, LA, July 12, 2010.
  22. "Surgical Site Infection Prevention: Back to Basics" Webinar for OR Manager, May 6 2010.
  23. "Preventing Surgical Site Infections: Are you ready for NPSG.07.05.01?" National APIC Webinar, International Infection Prevention Week series, October 22, 2009.

### **PRESENTATIONS (con't)**



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24. "Preventing Mediastinitis in the Cardiac Surgery Population", presentation for National APIC conference, Ft. Lauderdale, FL, June 10, 2009.
  25. "Sharps Injury Prevention in Surgical Settings", Webinar for RN.com and sponsored by Cardinal Health, 2009. Viewed by over 1500 participants within 45 days of go live date.
  26. "Surgical Skin Antisepsis: Mitigating Endogenous Wound Contamination for the Prevention of SSI", Oregon State Council of Perioperative Nurses Mini-Congress, Bend, OR, May 29, 2009.
  27. "SSI in the Spinal Surgery Population", presentation for APIC/AORN/CCSA Central Valley Conference, Fresno, CA, April 2009.
  28. "Surgical Site Infection Prevention", presentation to GNYHA, New York, NY, April 2009.
  29. "Preventing HAI's in the Cardiac Surgery Population", presentation for APIC Epi Primer for 3M National Sales Force, January 2009.
  30. Surgical Site Infection Prevention: Starting with the Basics", CHAIPI/ APIC Live Webinar on January 8, 2009.
  31. "Surgical Site Infection Prevention: Back to Basics" presentation given to local/regional APIC and AORN chapters. Fall, 2008.
  32. "The Role of Antiseptics in the Prevention of Healthcare Acquired Infections", presentation given at the MN Chapter of APIC statewide annual conference, August, 2008.
  33. "The Use of Research in Evidence- Based Practice", 3M Essential EDU Seminar at the APIC National Conference, Denver CO, June 2008.
  34. "So, You Think You Know Infection Control?", Dine and Discover presentation, Good Samaritan Hospital, accredited for 1 contact hour, July, 2007.
  35. "Is it True About The Flu?", Dine and Discover presentation, Good Samaritan Hospital, accredited for 1 contact hour, Fall, 2006.
  36. "The Impact of OR Nursing on Surgical Site Infections", AORN Chapter Workshop presentation, San Diego, CA, 2000.

### **PUBLICATIONS**

1. "Cardiac Catheterization and Electrophysiology". Chapter 50, APIC Text 4<sup>th</sup> ed. Washington DC 2014.
2. Dellinger, EP, Dutton, RP, Gordon, S, Guglielmi, CL, Huber, LS, Kohut, KL, "Educate, Empower, Engage: A Collaborative Interdisciplinary Call to Action for Reducing Surgical Site Infections". Proceeding and Recommendations from the 2011 Infection Prevention Leadership Summit, October 2011.
3. Rebmann, T, Kohut, K. Preventing mediastinitis surgical site infections: Executive summary of the Association for Professionals in Infection Control and Epidemiology's elimination guide. *Am J Infect Control* 2011;39:529-31.
4. "Back to Basics: Technology and remarkable patient outcomes, not infection rates, should remain the focus in interventional settings", *APIC Prevention strategist*, Autumn 2011;Vol 4(3).
5. "The New Jersey State Healthcare- Associated Infection Prevention Plan 2010: Current Activities, Future Directions, and Recommendations to Implement a Successful HAI Prevention Program". Prepared by: Association of Professionals in Infection Control and Epidemiology, Inc. (APIC) May 18, 2010.
6. "Pennsylvania State Healthcare Associated Infections Plan -2010". Prepared by: Association of Professionals in Infection Control and Epidemiology, Inc. (APIC), December 2009.
7. "Surgical Skin Antisepsis: The information you need to know, the questions you need to ask." *Healthcare Purchasing News*, December 2009.

### **PUBLICATIONS (Con't)**

- 
8. "Can You Pass This Sterilization Quiz?" *Outpatient Surgery Magazine*, May 2008
  9. "The Role of SPD in SSI Prevention", *Materials Management in Health Care*, April 2008.
  10. "Fire Safety in the Surgical Setting:" Just Be Smart and Do Your Part". Accredited for 2 contact hours for RN.com, July, 2006.
  11. "The Patient Safety Revolution: Implementing JCAHO Safety Goals in the Operating Room. Accredited for 3 contact hours for RN.com, July, 2004.
  12. "Severe Acute Respiratory Syndrome (SARS): The Emergence of the SARS Virus in an Ever Changing World". Accredited for 2 contact hours for RN.com, April, 2004.

## APIC Consultant 5

APIC Consulting Services: [REDACTED]

### Education

- State University of West Georgia-Carrollton, GA-Bachelor of Science in Nursing-2001
- Floyd College-Rome, GA-Associate Degree in Nursing-2000
- University of Alabama at Birmingham-Emergency Medical Services Certification-1996

### Employment

- Foxhire Employment Service
  - Texas Department of Health Services, Infection Control Consultant for Long Term Care Facilities, June 2020-December 2020
- WellStar Health System
  - WellStar Paulding Hospital and Nursing Home, Infection Prevention Coordinator, September 2016-June 2020
  - WellStar Medical Group, Infection Prevention Consultant, March 2016-September 2016
- Vail Valley Medical Center, Infection Control Specialist, June 18, 2012-January 2016
- Evergreen Hospital Medical Center, Infection Control Specialist, March 28, 2011-June 15, 2012
- WellStar Paulding Hospital Infection Prevention Coordinator August 9, 2008-March 2011
- WellStar Kennestone Hospital--February 28, 2006-August 9, 2008
  - Infection Control Practitioner--February 2006-September 2006
  - Infection Control Department Coordinator--October 2006-August 9, 2008
- Cartersville Medical Center--March 1999- February 2006
  - ER Patient Care Technician
  - ER Nurse
  - ICU Nurse
  - Infection Control Coordinator--January 2001- February 2006
- American Medical Response-Paramedic--1997-1999
- Brown Brothers Grading Company-Supervisor—1979-1997
- Coosa Valley Youth Services, Child Care Supervisor—1974-1979

### Certifications & Licenses

- Registered Nurse
  - Colorado
  - Georgia
- Board Certified in Infection Control and Epidemiology (CIC)
- BLS through The American Heart Association

### Professional Organizations

- Association for Professionals in Infection Control and Epidemiology (APIC)
- Society for Healthcare Epidemiologists of America (SHEA)
  - Long Term Care Committee former member
- Georgia Infection Control Network

- Advisory Board former member

### **Publications and Presentations**

- Community Associated MRSA and Meth Use-Emerging Infectious Disease Journal
- Infectious disease/Infection control lectures for area schools of nursing
- Infectious disease/Infection control education for area businesses and organizations on request
- Long Term Care Workshop Faculty for Georgia Infection Prevention Network Educational Conference 2010
- Urinary catheter utilization reduction on a medical/surgical unit in an acute care facility. 2010 IHI Conference

### **Community Involvement**

- Cave Spring Historical Society-President—2006 thru 2007
- Cedartown High School Parent Teacher Organization
- Floyd County Education Superintendent's Advisory Board--2001
- University of Georgia Parent Organization

### **Additional**

- Evergreen Hospital Medical Center Responsibilities
  - Orthopedic Surgery Surveillance
  - MDRO and Clostridium difficile surveillance using NHSN criteria
  - ICU and NICU Device related infection surveillance including Central Line Blood Stream Infection, and Ventilator Associated Pneumonia
  - NHSN data entry
  - House wide blood stream infection surveillance
  - Blood culture contamination surveillance
  - Development of comprehensive hospital wide and unit specific data reports and interpretation of data
  - Facility wide and unit specific infection control recommendations based on data interpretation and implementation of evidence-based processes
  - Educational in-services for development of staff competencies in infection control
  - Infection Control consultant for Evergreen outpatient medical clinics
  - Implementation of judicious antibiotic use program per Washington State Hospital Association Clostridium difficile initiative
- WellStar Paulding Hospital Responsibilities
  - Infection Control Coordinator for hospital and nursing center.
  - Risk Management Coordinator
  - Quality and Patient Safety Committee
  - Environment of Care Committee
  - Emergency Management Committee
  - Infection Prevention Committee (co-chair)
  - Infection Prevention Performance Improvement Committee (co-chair)
  - Sentinel Provider for GDPH Influenza Surveillance
- WellStar Health System Responsibilities

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- WellStar Antibiotic Utilization Committee
    - Quality and Patient Safety Steering Committee
  - State-wide initiatives and projects
    - WellStar, Georgia Division of Public Health, Georgia Medical Care Foundation and CDC to reduce HAI in Acute and Long-Term Care facilities
    - Georgia HAI Advisory Board
    - GDPH, GMCF, GIPN, CDC LTC IP training program faculty
    - MRSA Task Force
    - VHA Infection Prevention Leader's Council
  - WellStar Kennestone Hospital Responsibilities
    - Infection Control Department Coordinator
    - Central Line Infection Reduction Team Member
    - Kennestone Infection Control Education Team Leader
    - Performance Improvement Committee Departmental Representative
    - Emergency Department Performance Improvement Committee Member
    - Core Measures Team Member
    - Clinical Sepsis Team Member
    - ICU Patient Care Team Member
    - ICU Clinical Rounds Representative for Department of Infection Prevention and Epidemiology
  - Cartersville Medical Center responsibilities
    - Infection Control Coordinator-Managed all aspects of Infection Control Program
    - Pharmacy and Therapeutics Committee
    - Interdisciplinary Care Committee
    - Environment of Care Committee
    - Emergency Management Coordinator and Committee Chairman
    - Joint Commission Panel of Champions team member
    - Clinical Documentation team member
    - Health Information Management team member
    - Employee Safety team member
    - Safety Subcommittee
    - Community Infection Control activities
      - Georgia Medical Care Foundation-Special project on hospital/home health/nursing home communications
      - Georgia Viral Hepatitis Project-Education Committee
      - Consult with local health department on various infection control issues
    - Community Emergency Preparedness activities
      - Georgia Hospital Association Mutual Aid Task Force
      - Georgia Division of Public Health District 1 Emergency Planning Committee
      - Bartow County Emergency Management Group
      - Consult with local health department on various emergency management issues
  - Continuing Education
    - SHEA, CDC, IDSA, APIC Decennial



- SHEA, GIPN, or APIC educational conferences on an annual basis
- Joint Commission infection control educational conferences
- CDC, ASM, educational opportunities
- OSHA educational opportunities
- CDC/SHEA Epidemiology training course
- CDC NHSN training
- SHEA/CDC NHSN training on MDRO/Cdiff module (SHEA 2009)

**APIC Consultant 6**  
APIC Consulting Services: [REDACTED]

**Employment:**

**Robert Wood Johnson University Hospital**  
New Brunswick, New Jersey  
Director, Infection Prevention *August 2014 – Present*  
Co-Lead IP for Barnabas Health Care System

**Robert Wood Johnson University Hospital and RWJ Somerset**  
Director, Infection Prevention *August 2014 – 2018*

**Somerset Medical Center (now RWJUH Somerset)**  
Somerville, New Jersey  
Director, Infection Prevention Department *October 1992- 2018*

**Infection Prevention Consultants of New Jersey (IPCNJ)** *2006- present*

**Lenox Hill Hospital**  
New York, New York *May 1976–Feb.1981*  
Lead Nurse Epidemiologist

**Education:**

**Columbia University School of Nursing** *B.S. 1972*  
New York, New York

Honors Dean's List  
**Packer Junior College** *A.A. 1970*  
Brooklyn, New York

Honors –Dean's List  
Brooklyn Hall of Fame Student Award for Outstanding Scholarship and Leadership  
Packer Junior College Citation of Merit for Outstanding Citizenship

**Certifications and Associations and Publications**

Certification in Infection Control (CIC) *1993-present*  
Lean Six Sigma - Green Belt Certification *May 2012*  
Team STEPPS Master Trainer *September 2013*

**Award: 2008** National APIC Chapter Leadership Award

**Article:** Feb.2009 edition American Journal of Infection Control. Using active microbiologic surveillance and enhanced infection control measures to control an outbreak of health care-associated extended-spectrum beta-lactamase-producing Klebsiella pneumonia infections- New Jersey,2007.

**Professional Conference Presentations:**

Panel participant at NJHA Ebola and Emerging Disease Workshop- April 17, 2019  
Speaker SHEA/CDC Outbreak Response Training Workshop – January 22 - 23, 2018  
Speaker SHEA/CDC Outbreak Response Training Workshop – June 20-21, 2017

Poster Presentation June 2014 Annual APIC Conference “Development of Electronic Decision Tree in ED Triage After Measles Outbreak in Community Hospital”.



Poster Presentation May 2013 a Pseudo-epidemic of Tuberculosis Conversions Using Quantiferon TB Gold In-tube

June 2009 ONE/NJ Research conference, Poster presentation on Multi-faceted Approach to Reducing Urine NIMS.

Poster Presentation 2008 Annual APIC Conference “Using active microbiologic surveillance and enhanced infection control measures to control an outbreak of health-care associated extended-spectrum beta-lactamase producing Klebsiella pneumoniae infections- New Jersey 2007. This poster has been accepted for publication by American Journal of Infection Control.

Poster Presentation at 2007 SHEA and Oral Presentation at APIC National Conferences on “Surveillance for and Isolation of MRSA Colonized Patients Entering a Community Hospital ICU Reduces MRSA Bacteremia”

Poster Presentation at 2005 IDSA and 2006APIC National Conferences “Increased Number of Deaths with a Concomitant Diagnosis of Clostridium difficile in a Community Hospital”

New Jersey Department ICAR Committee	2015- 2020
New Jersey Quality Improvement Subcommittee on C.difficile	2012- 2015
New Jersey Quality Improvement Advisory Committee (QIAC)	2009- 2015
QIAC Healthcare Associated Infections (HAI) Technical Work Group	2010
National APIC Practice Guidance Council for Sterilization	2008 - 2012
Legislative representative NNJ-APIC	2008 - present
Reviewer for American Journal of Infection Control	2008 - 2016
Board member-Past President NNJ-APIC	2007
President NNJ-APIC	2006
President-Elect NNJAPIC	2005
Treasurer for NNJAPIC	2002-2004
Member of NJHA Emergency Preparedness Task Force	2001-2007
Member of NJHA Education Task Force for Emergency Preparedness	2002-2020
Member of NJHA Engineering Advisory Board	2004-2013
Member of NJDOH Task Force on Pandemic Flu	2005-2015
Member of NJDOH Task Force on Resistant Organisms	2006- 2015
Member of NJDOH Team on MRSA Guidance Document	2007-2010
Faculty/Planning committee for Annual IDSA/APICNJ Educational Conference	2004- present



APIC Consultant 7  
APIC Consulting Services - [REDACTED]

## HIGHLIGHTS OF QUALIFICATIONS

- Over 40 years of experience in Infection Control and Prevention, with an emphasis on acute and post-acute and ambulatory care settings
- Extensive training and experience with infectious disease transmission and prevention, with an emphasis on HIV infection
- Skills in developing, coordinating and presenting educational programs
- Excellent computer skills
- Competent, reliable and committed professional, with a proven record of success in assuming increasing levels of responsibility
- Outstanding organizational skills
- Developed Infection Prevention/Control Manuals for acute care, long-term care, ambulatory, and psychiatric facilities

## PROFESSIONAL SKILLS

### INFECTION PREVENTION/ CONTROL AND EPIDEMIOLOGY

- Supervised and conducted epidemiologic investigation, including establishing criteria, collection and analysis of data and reporting of results
- Familiar with Infection Control regulations, including TJC, CMS, Title 22, and OSHA and experienced in translating regulation into policy
- Developed Infection Control policies, including implementation, monitoring of compliance and evaluation, for hospital, long-term care and outpatient facilities

### EDUCATION

- Coordinated and presented educational programs pertaining to Infection Control and Infectious diseases, ranging from small informal groups to large formal classes and seminars
- Taught health care professionals and support staff and lay public, utilizing adult learner theory and participatory classes
- Utilized newsletters and other teaching methods in addition to classes and seminars
- Lectured extensively at various professional association and society meetings on Infection Prevention and Control topics
- Faculty member of APIC Educational Team, training Infection Preventionists in acute care and long-term care

### ADMINISTRATION

- Implemented computerized nosocomial infection surveillance program and other computer applications
- Prepared annual budget and monitored on-going expenditures
- Supervised departmental personnel; responsible for hiring new staff, conducting annual performance evaluations and implementing disciplinary action

## OTHER

- Participated on COVID-19 Rapid Response Teams in Washington State and California
- Testified at Federal OSHA hearings regarding Tuberculosis Ruling
- Presented at California State Assembly, Joint Informational Hearing, Labor and Employment Committee and Health Committee
- Established a Continuum of Care collaborative between an acute care hospital and its partner long-term care facilities
- Chaired and developed a community-wide Pandemic Flu Preparedness program offered free to the community
- Created and chaired an affiliate networking group with Infection Control Professionals through the Sisters of Charity of Leavenworth Health System system-wide group to standardize practices within the health system and provide support for colleagues

## PROFESSIONAL BACKGROUND

### 2020-PRESENT **CONSULTANT, EPIDEMIOLOGY AND INFECTION PREVENTION**

EXPERT STEWARDSHIP - ORANGE COUNTY, CALIFORNIA

Work with Orange County Health Care Agency (OCHCA) to develop and present personal protective equipment (PPE) training for behavioral health care workers, including live and return demonstrations. Perform assessments for COVID-19 and general infection prevention and control in long-term care facilities; assist in establishing robust hand hygiene, PPE and environmental audits within the facilities and among the staff. Provide overall Infection Prevention and Control program support in long-term care facilities. Train and assist facility staff with N95 respirator fit-testing.

### 2020-PRESENT **CONTRACTOR, INCIDENT MANAGEMENT TEAM HAI INFECTION PREVENTION TEAM**

WASHINGTON STATE DEPARTMENT OF HEALTH - SHORELINE, WASHINGTON (BASED)

Conduct on-site and remote COVID-19 Infection Prevention Assessments with long-term care facilities, including nursing homes, assisted and independent living homes and adult family homes using Washington State Department of Health assessment form; work in conjunction with local public health jurisdictions and state regulatory agencies. Advised facilities on implementation of federal and local guidance regarding COVID-19 management, including proper use of PPE, quarantine and isolation of residents, work restrictions and return-to-work guidance for staff with COVID-19.

### 2020-PRESENT **INFECTION PREVENTION AND CONTROL CONSULTANT**

APIC CONSULTING SERVICES, INC. - UNITED STATES

Provide consultation regarding infection prevention and control to healthcare facilities and other industries. Contract work has included long-term care facilities throughout the country, with a focus on COVID-19 management and mitigation; college campuses preparing for re-opening in-person classes for students while maintaining COVID-19 safety practices; guidance regarding personal protective equipment (PPE) to industry; performing long-term care facility COVID-19 readiness assessments both in-person and tele-visits.

### 2016-PRESENT **COO AND MANAGING DIRECTOR, INFECTION PREVENTION & CONTROL CONSULTANT**

INFECTION PREVENTION & CONTROL RESOURCES - LOS ANGELES, CALIFORNIA (BASED)

Managing Director of a start-up education and consultation partnership directed at post-acute/long-term care settings, with an emphasis on education of Infection Preventionists in long-term care facilities to comply with Centers for Medicare and Medicaid Services (CMS) regulations

- 2016-PRESENT    CONSULTANT, EPIDEMIOLOGY AND INFECTION PREVENTION; 2020 FOCUS ON COVID-19**  
 LOS ANGELES, CALIFORNIA (BASED)  
 Consultation with all health-care settings but with a focus on post-acute/long-term care regarding Infection Prevention and Epidemiology; provide assessment of facility program, program development, training and mentoring of Infection Preventionist, development of Antibiotic Stewardship Program.  
 2020 Addendum: Consultant to various industries including healthcare facilities, public health departments, schools and colleges, and other organizations regarding COVID-19. Activities include assessing facilities and assisting with COVID-19 management including mitigation, outbreak management and compliance with state, county and federal regulations and guidelines. Performing facility inspection rounds and compliance audits, and providing education and training for staff and other persons affiliated with facility. Assist facility with maintaining social distancing and complying with federal and local recommendations regarding COVID-19.
- 2009-PRESENT    FACULTY MEMBER, APIC**  
 ASSOCIATION FOR PROFESSIONALS IN INFECTION CONTROL AND EPIDEMIOLOGY - UNITED STATES  
 Provided training to infection preventionists in both acute care and long-term care regarding the basic principles on infection prevention and control. Team-taught the two- or three-day courses in various states within the country with infection prevention colleague.
- 2008-2016        DIRECTOR, EPIDEMIOLOGY AND INFECTION PREVENTION**  
 EPIDEMIOLOGY DEPARTMENT  
 PROVIDENCE SAINT JOSEPH MEDICAL CENTER - BURBANK, CALIFORNIA  
 Director of department in 450-bed community hospital, including several out-patient facilities. Supervise departmental personnel in conducting surveillance, investigating outbreaks, monitoring regulatory compliance, writing and implementing policies, and developing and delivering educational programs for hospital and affiliated organizations
- 2001-2008        INFECTION CONTROL PRACTITIONER**  
 INFECTION CONTROL DEPARTMENT  
 SAINT JOHN'S HEALTH CENTER - SANTA MONICA, CALIFORNIA  
 Responsible for nosocomial infection surveillance, outbreak investigations, infection control education, and monitoring compliance with policies for community hospital
- 1990-2001        CONSULTANT, EPIDEMIOLOGY AND INFECTION PREVENTION**  
 LOS ANGELES, CALIFORNIA (BASED)  
 Consultation with hospitals, long-term care facilities, out-patient clinics, surgicenters, agencies, and individuals regarding Infection Control and Epidemiology; participation as Infection Control Council member for large corporation; development of Infection Control Manuals for eleven affiliated hospitals; evaluation of infection control programs and advise on compliance with regulatory standards; assisted facilities in preparation for JCAHO and DHS surveys; assisted long-term care facilities in program development, education, statistical analysis, and infection control problem-solving
- 1980-1992        DIRECTOR**  
 DEPARTMENT OF HOSPITAL INFECTION CONTROL  
 UCLA MEDICAL CENTER - LOS ANGELES, CALIFORNIA  
 Director of department in 700-bed university teaching hospital, including out-patient facility and liaison with Schools of Medicine, Nursing, Dentistry, and Public Health. Supervised Infection Control personnel in conducting surveillance, writing and implementing policies, and developing and delivering educational programs for hospital and affiliated schools

- 1978-1980     **NURSE EPIDEMIOLOGIST (NURSING CARE SPECIALIST 1)**  
                   EPIDEMIOLOGY DEPARTMENT  
                   LAC-USC MEDICAL CENTER - LOS ANGELES, CALIFORNIA  
 Responsibility for surveillance, outbreak investigations, education and monitoring compliance with policies for Unit 1, Women’s Hospital, Pediatric Pavilion and Psychiatric Hospital
- 1976-1978     **CLINICAL NURSE 1**  
                   NURSING SERVICES  
                   UCLA HOSPITAL AND CLINICS - LOS ANGELES, CALIFORNIA  
 In-patient pediatric clinical nurse with major focus on adolescents

**CERTIFICATION AND LICENSURE**

- 2017           **FELLOW OF THE ASSOCIATION FOR PROFESSIONALS IN INFECTION CONTROL AND EPIDEMIOLOGY (FAPIC)**
- 2013           **GREEN BELT CERTIFICATION (CANDIDATE)**
- 2012           **SERVSAFE CERTIFICATION #9060023**
- 2011           **CERTIFIED CHANGE FACILITATOR**
- 2009           **CERTIFIED PROFESSIONAL IN HEALTHCARE QUALITY (CPHQ) #13717**
- 1992           **CERTIFIED IN INFECTION CONTROL (CIC) #4745**
- 1979           **CERTIFICATE IN SURVEILLANCE, PREVENTION AND CONTROL OF INFECTION**  
                   Centers for Disease Control, Atlanta, Georgia
- 1978           **COMMUNITY COLLEGE INSTRUCTOR CREDENTIAL #175176**  
                   Nursing, Health and Physical Care Services and Related Technologies
- 1978           **COMMUNITY COLLEGE INSTRUCTOR CREDENTIAL #175177**  
                   Health Services
- 1978           **BCLS INSTRUCTOR CERTIFICATION**  
                   American Heart Association
- 1977           **REGISTERED HEALTH INFORMATION ADMINISTRATOR (RHIA)**  
                   (formerly Registered Records Administrator [RRA]) #0105732
- 1976           **PUBLIC HEALTH NURSE CERTIFICATION (PHN) #23387**
- 1976           **REGISTERED NURSE (RN), California License #RN265245**

**PROFESSIONAL ACTIVITIES**

FACULTY APPOINTMENTS

- 1986-1994     **ASSISTANT CLINICAL PROFESSOR**  
 UCLA School of Nursing; Los Angeles, California

HONORS AND AWARDS

- 1976           **SIGMA THETA TAU, ALPHA ETA CHAPTER**

**PROFESSIONAL SOCIETIES**

- 1978-PRESENT   **Association for Professionals in Infection Control and Epidemiology (APIC)**  
 2007-           **Faculty, APIC EPI Courses**  
 1998-2000      **National APIC Government Affairs Committee**  
 1991            **National APIC Guidelines Committee**  
 1985            **National APIC Research Committee**  
 1985            **National APIC By-Laws Committee**

- 1980 - 1981 National APIC Advisory Council
- 2011-PRESENT Tri-Valley APIC Chapter  
 2018-2019 Chapter President  
 2017 Chapter President-Elect
- 1978-PRESENT Greater Los Angeles Area APIC Chapter  
 1981, 1990 Chapter President  
 1979-1985 Chapter Board Member  
 1989-1991 Chapter Board Member  
 2003-2005 Chapter Board Member  
 1981, 1990 Chapter By-Laws Committee Chair  
 1980, 1989 Chapter Education Committee Chair
- 1980-1981 California APIC Coordinating Council (CACC)  
 1981 CACC President
- 1989-1991 California APIC Coordinating Council (CACC)  
 1989-1991 CACC Professional Education Committee Chair  
 1989-1991 CACC Advanced Practitioner Program Chair
- 2000-PRESENT Infectious Disease Society of America (IDSA)
- 1982-1998 American Public Health Association (APHA)
- 1992-1994 California Association for Healthcare Quality (CAHQ)
- 1992-1994 National Association for Healthcare Quality (NAHQ)
- 1989-1994 International AIDS Society (IAS)
- 1989-1994 American Society for Microbiology (ASM)
- 1991 American Nurses Association (ANA) Committee on Nursing Practice Standards and Guidelines
- 1973-1988 American Medical Record Association (AMRA)
- 1973-1988 California Medical Record Association (CMRA)
- 1979-1982 Los Angeles Infection Control Nursing Council Infection Spectrum
- 1977-1980 Health Systems Agency; Los Angeles County, SAC 4

## PUBLICATIONS

### BOOK CHAPTERS

Parris NB: *Infection Control. HIV/AIDS - A Guide to Nursing Care.* 3<sup>rd</sup> Ed., W.B. Saunders Company 1994

Parris NB: *Infection Control. HIV/AIDS - A Guide to Nursing Care*. 2<sup>nd</sup> Ed., W.B. Saunders Company 1992

Parris NB: *Infection Control. HIV/AIDS - A Reference Guide for Nursing Professionals*. W.B. Saunders Company 1989

#### ARTICLES

Parris NB: *Sterilization and Disinfection*. *EpiCurion*, 3:2; April 1980

#### OTHER PUBLICATIONS

Parris NB, King DA: **SURGERY?** An informational booklet for patients describing basic peri-operative events; 1976

#### RESEARCH PAPERS

Civen R, Vugia DJ, Alexander R, Brunner W, Taylor S, Parris N, Wasserman R, Abbott S, Werner SB, Rosenberg J: *Outbreak of Serratia marcescens Infections following Injection of Betamethasone Compounded at a Community Pharmacy*. *CID*,43:831-837, 2006.

Underwood MA, Berg R, Bryant JK, Massanari M, Parris N, Sharbaugh R, Soule B, Terry B: *Commentary from the APIC Guidelines Committee on CDC "Guidelines for Preventing the Transmission of Tuberculosis in Health Care Settings, with Special Focus on HIV-Related Issues."* *Am J. Inf. Cntrl.*, 20:27-29, 1992.

MacPherson DC, Parris NB: *Reducing Occupational Exposure to Blood in the OR*. *Today's OR Nurse*, 14:23-27, 1992.

Kuhls TL, Viker S, Parris NB, Garakian A, Sullivan-Bolyai J, Cherry JD: *The Occupational Risk of HIV, CMV, HBV and HSV-2 Infections in Health Care Personnel Caring for AIDS Patients*. *Am J. Publ. Hlth.*, 77:1306-1309, 1987.

#### PRESENTATIONS (RESEARCH)

##### PRESENTATIONS - ORAL

Parris NB: *Flu-Mageddon Invited speaker: presented at Disney Studios to employees, Burbank, California; Los Angeles, California; January and August 2013.*

Parris NB: *Shouldn't Standard be the Standard? Invited speaker: presented at Pharmacy One-Source Webinar; Los Angeles, California; August 2010.*

Parris NB: *Reduction of Nosocomial Acquisition of Methicillin-Resistant Staphylococcus aureus (MRSA) in a Community Hospital Through Adherence to Standard Precautions. Invited speaker: presented at 36<sup>th</sup> Annual Educational Conference and International Meeting of the Association for Professionals in Infection Control and Epidemiology; Fort Lauderdale, Florida; June 2009.*

Parris NB: *Infection Control. Invited speaker: presented at Primary Care of Patients with HIV Infection, presented by UCLA Extension; Los Angeles, California; September 1988.*

Parris NB: *AIDS: Historic, Human, Ethical, and Legal Issues Affecting Infection Control*. Invited speaker: presented at **The Art and Practice of Hospital Epidemiology, An Intensive Program for Hospital Epidemiologists, in Practice or Training Infectious Disease Physicians and Fellows, and Other Physician Epidemiologists**, presented by **The Society of Hospital Epidemiologists of America**; Monterey, California; February 1987.

#### PRESENTATIONS - POSTERS AND ABSTRACTS

Vassallo A, Parris N, Hua-Feng L, Hendel D, Robertson J, Scheer M, Winters R, Goldstein E: *The Case for Standard Precautions*. **Poster presented at Infectious Disease Society of America Meeting Annual Scientific Meeting - ID Week: Advancing Science, Improving Care**; San Francisco, California; October 2013.

Parris NB, Peraino VA: *Reduction of Nosocomial Acquisition of Methicillin-Resistant Staphylococcus aureus (MRSA) in a Community Hospital Through Adherence to Standard Precautions*. **Poster presented at 25<sup>th</sup> Annual Association for Professionals in Infection Control and Epidemiology Educational Conference**; Baltimore, Maryland; June 2005.

Civen R, Alexander R, Brunner W, Taylor S, Parris NB, Wasserman R, Abbott S, Werner SB, Vugia D, Rosenberg J: *An Outbreak of Serratia marcescens Infections Following Epidural and Intra-articular Steroid Injections Associated with Betamethasone Compounded at a Community Pharmacy*. **Presented at the Infectious Disease Society of America Meeting**; San Francisco, California; October 2001.

Krohmer EL, Parris NB, Tamashiro L, Bruckner, DA, Horwitz MA, Cherry JD: *Nosocomial Legionnaire's Disease Among Transplant Patients in a Major University Teaching Hospital*. **Abstract presented at the 3<sup>rd</sup> International Conference on Nosocomial Infections**; Atlanta, Georgia; July/August 1990.

Leach C, Viker S, Kuhls TL, Parris NB, Cherry JD, Christenson P: *Changes in Sexual Behavior of a Cohort of Female Health Care Workers During the AIDS Era*. **Poster presented at the V International Conference on AIDS**; Montreal, Canada; June 1989.

Kuhls TL, Viker S, Parris NB, Shen JP, Garakian A, Cherry JD: *Nosocomial HIV, CMR, HBV, HSV-2 and EBV Infections in Health Care Workers (HCWs) Caring for AIDS Patients*. **Abstract presented at the Interscience Conference on Antimicrobial Agents and Chemotherapy**; New York, New York; October 1987.

King CC, Kuhls TL, Parris NB, Ash LR, Cherry JD, Sterling CR: *Prospective Analysis of Cryptosporidial Acquisition by Health Care Workers (HCWs)*. **Abstract presented at the Interscience Conference on Antimicrobial Agents and Chemotherapy**; New York, New York; October 1987.

Kuhls TL, Viker S, Parris NB, Garakian A, Sullivan-Bolyai J, Cherry JD: *A Prospective Cohort Study of the Occupational Risk of AIDS and AIDS-Related Infections In Health Care Personnel*. **Poster presented at the 2<sup>nd</sup> International Conference on Acquired Immunodeficiency Syndrome (AIDS)**; Paris, France; June 1986.

Chapin MR, Orme IG, Parris NB, Cherry JD: *A New Approach to Infection Control Surveillance*. Abstract presented at 12<sup>th</sup> Annual Association for Practitioners in Infection Control Educational Conference; Cincinnati, Ohio; May 1985.

#### ABSTRACTS (NOT PRESENTED)

Kuhls TL, Sullivan-Bolyai J, Bryson YJ, Viker S, Parris NB, Cherry JD: *Risk of Occupational AIDS*. International Conference on Acquired Immunodeficiency Syndrome; submitted April 1985.

Leach CT, Kuhls TL, Viker S, Parris NB, Garakian A, Cherry JD: *Health Care Workers' Risk of Acquiring Infections from AIDS Patients: Evaluation of 1447 Person-Years of High and Low Exposure*. Interscience Conference on Antimicrobial Agents and Chemotherapy; submitted October 1988.

King CC, Kuhls TL, Cherry JD, Parris NB, Sterling CR, Ash LR: *Risk of Nosocomial Transmission of Cryptosporidium to Health Care Personnel: A Prospective Controlled Study*. *Ann. Int. Med*; submitted October 1988.

#### PRESENTATIONS - OTHER

*Needlesticks & Bloodborne Pathogens and the Risks they Pose to Recycle & Waste Center Workers*; Testimony provided to the California State Assembly, Joint Informational Hearing, Labor and Employment Committee and Health Committee; Sacramento, California; May 2014

The risk to healthcare workers of acquiring TB at work and infection control measures performed to mitigate exposure; Testimony provided at the Occupational Safety and Health Administration (OSHA) Hearings for TB Rule on Occupational Exposure to Tuberculosis; Los Angeles, California; May 1998

#### BOARD POSITIONS, MEMBERSHIPS AND OTHER ACTIVITIES (OTHER THAN PROFESSIONAL ORGANIZATIONS NOTED ABOVE)

- Anti-Defamation League (ADL)
  - National Commission - National Commissioner
  - Pacific Southwest Region - Executive Board member
  - Valley Advisory Board Chair
  - Education Committee Chair
  - Speaker's Bureau Chair
- Gay, Lesbian, Straight Education Network (GLSEN) - Advisory board member
- California Product Stewardship Council (CPSC) - Board member
- Jewish Community Centers Association (JCCA) of Los Angeles - Board member
- North Valley Jewish Community Center (NVJCC) - President
- Million Mom March - Member
- Jewish Federation, San Fernando Valley



## APIC Consultant 8

APIC Consulting Services: [REDACTED]

### CAREER SUMMARY

Infection Preventionist with experience in all aspects of infection surveillance, prevention, and control. A strategic thinker focused on improving patient safety through collaborative problem solving. Successfully managed the infection control aspects of JCAHO accreditation surveys at numerous acute care hospitals. Established program goals and prepared annual reports for presentation to executive staff. Established strong ties to community public health organizations. Experienced with creating and presenting educational programs to clinical and non-clinical staff across the spectrum of healthcare. Served as a director for the Certification Board of Infection Control.

### EMPLOYMENT HISTORY

**APIC CONSULTING SERVICES, Arlington, VA**

**2021-2022**

***Infection Preventionist / Consultant***

Provided infection prevention program assessment and training to nursing homes in Pennsylvania. This was as an initiative to improve infection prevention practice in long term care facilities. Assessments were performed using a standardized Infection Control Assessment and Response (ICAR) tool. Facility leadership and staff were interviewed over a two day period. Direct observation of infection prevention practices such as PPE usage, hand hygiene, environmental cleaning, and central line care were conducted. The surveillance plan, antibiotic stewardship program, injection safety plan, and results of hand hygiene/PPE audits were reviewed and discussed with each facility. Both formal and informal educational sessions were conducted during each visit. A letter summarizing findings and recommendations was sent to each facility once the ICAR and training was complete.

**TRIFECTA SOLUTIONS, Reston, VA**

**2020**

***Infection Prevention Consultant***

Developed Covid-19 infection prevention plans for the film/television industry prior to vaccine availability. Risk assessments were performed to establish what interventions were needed to prevent transmission. Activities included an investigation of the set location, review of the travel itinerary, determining the Covid-19 regulations and requirements of foreign countries, and reviewing scripts to establish what preventions measures should be implemented.

**NEMOURS CHILDREN'S HOSPITAL, Wilmington, DE**

**2018-2019**

***Interim Infection Preventionist***

The position was focused on preparing and approving infection control risk assessments (ICRA) for construction and renovation projects. Significant time was devoted to pre and post evaluation of construction areas and monitoring compliance with infection prevention construction policies. Reporting communicable disease cases to the local health department and surveillance of pediatric viral infections were other tasks I was assigned.

**INOVA FAIRFAX HOSPITAL, Fairfax, VA**

**2017**

***Interim Infection Preventionist***

Supported operations for an infection control program in a large tertiary care facility. Major activities included HAI surveillance and audits of central line and foley catheter use. Most of my time was devoted to environment of care rounds in preparation for a JCAHO survey. Maintained oversight of three construction projects. Performed several hundred hand hygiene observations accompanied by coaching and education of staff. Conducted peer reviews of other infection preventionist's surveillance. Made recommendations for infection program improvement.

**ATLANTA MEDICAL CENTER, Atlanta, GA**

**2016-2017**

***Interim Infection Control Coordinator***

Worked on a team to re-establish the infection prevention program and department. The department had not been staffed for the previous 6 months. Conducted an infection control risk assessment and developed an infection control plan with the team. Reviewed and revised policies and procedures. Performed rounds to observe compliance with isolation and hand hygiene protocols. Collaborated with the public health agencies to investigate outbreaks. Participated in root cause of analyses of events associated with instrument sterilization. Provided guidance to occupational health regarding the surveillance and analysis of sharps injuries. Implemented a new algorithm for C. difficile testing requiring infection control guidance to nursing and medical staff. Formulated a new policy for reducing the number of urine cultures ordered.

**UNION HOSPITAL, Elkton, MD**

**2015-2016**

***Infection Control Consultant***



Provided infection prevention oversight to a JCAHO survey readiness team. Evaluated compliance with infection control policies. Assured uniform practices for high-level disinfection in both inpatient and outpatient areas of the facility. Mentored a novice infection preventionist. Assessed the infection prevention program and made recommendations for improvement. Streamlined and enhanced surveillance systems. Validated surveillance data submitted to NHSN and regulatory agencies. Created new infection control policies and procedures. Provided on-going support for the program's daily operational needs. Identified key areas of concern requiring performance improvement activities. Utilized an infection prevention assessment tool to conduct a facility-wide gap analysis and report.

**BELLVUE HOSPITAL**, New York, NY

**2014-2015**

***Interim Infection Preventionist (Ebola)***

Administered infection prevention education to staff providing care to patients with suspected Ebola infection. Conducted PPE donning and doffing classes. Developed infection prevention protocols for patients in conjunction with the hospital's infection control department. Assured competency of staff through direct observation of practice during training sessions. Evaluated the effectiveness of personal protective equipment. Provided on-call coverage to the Ebola care unit.

**GEORGE WASHINGTON UNIVERSITY HOSPITAL**, Washington, DC

**2014**

***Interim Infection Preventionist***

Served as an interim staff member during a time of transition in the infection control program. Oriented and trained a new infection preventionist. Validated surveillance data and created reports summarizing HAI metrics. Maintained infection control oversight of numerous construction projects. Utilized the NHSN system for HAI reporting and analysis.

**HEALTHCARE RESOLUTIONS SERVICES**, Laurel, MD

**2013-2014**

***Infection Prevention Consultant***

Provided auditing services to the Maryland Health Care Commission (MHCC) for a NHSN surveillance validation study. Met with infection control staff at various hospitals to review HAI cases and errors in reporting. Met with department directors of IT, quality, medical records, and the OR to discuss findings and identify data integrity issues affecting the surveillance process. Discussed findings with MHCC representatives and made recommendations to improve communication between hospital infection preventionists and state regulatory agencies.

**GEORGE WASHINGTON UNIVERSITY HOSPITAL**, Washington, DC

**2009-2012**

***Infection Control Coordinator***

Two coordinators supported by an administrative assistant managed the infection control program. During my tenure the program reported to the CMO, CNO, and quality director. The hospital is noted for its large residency programs, fellowships in a variety of specialties, and four intensive care units.

***Accomplishments:***

Supervised infection prevention activities related to the construction of two new operating rooms, and a new ICU. Prepared ICRA's and permits for these projects in collaboration with contractors and facilities staff.

Managed infection control aspects of a JCAHO survey and three DC health department inspections.

Implemented a new method to evaluate the effectiveness of environmental and non-critical instrument cleaning.

Organized and directed infection control committee meetings including the preparation of agendas and committee reports.

Developed innovative teaching methods for residents using clinical case studies.

Worked together with employee health to investigate and manage communicable disease exposures.

Participated in several multidisciplinary infection prevention projects pertaining to CLABSI, CAUTI, and SSI.

Served on numerous committees including: Safety, Value Analysis, Quality, and Emergency Management

Prepared the annual infection control risk assessment and plan.

**WASHINGTON ADVENTIST HOSPITAL**, Takoma Park, MD

**2006-2008**

***Infection Control Manager***

***Accomplishments:***

Participated in disaster preparedness activities and the selection of equipment for use bioterrorist events.

Cooperated with public health officials in the investigation of communicable disease cases.

Developed and implemented a strategic plan for improving hand hygiene compliance.

Created numerous infection control educational materials (e.g., presentations, newsletters, patient brochures)

Established a new quality assurance plan for high-level disinfectant use.

Improved compliance with isolation precautions by more than 20% over a six-month period.

**GREATER BALTIMORE MEDICAL CENTER, Towson, MD**

**2000-2005**

*Infection Control Manager*

*Accomplishments:*

Provided strategic direction to a multi-disciplinary task force that reduced central line-associated bloodstream infection rates in the ICU by more than 50%.

Improved isolation precaution practice through feedback to management and staff on compliance rates.

Compliance improved 35% in six months.

Managed a CDC study on how safer medical devices are selected and implemented. The study required a formal proposal and was supported through a federal grant. See reference: <https://www.cdc.gov/niosh/topics/bbp/safer/step1b.html>.

Participated in a CDC research study of an outbreak of viral meningitis in the Baltimore region.

Participated in a regional emergency preparedness task force developing plans for pandemic flu and bioterrorism.

Responsible for meeting JCAHO infection control standards and providing leadership during JCAHO surveys.

Conducted weekly rounds with a pharmacist and infectious disease physician. Interdisciplinary rounds provided a means to evaluate both infection control practice and antibiotic management.

**FRANKLIN SQUARE HOSPITAL, Baltimore, MD**

**1995-2000**

*Infection Control Practitioner*

*Accomplishments:*

Performed targeted surveillance for intensive care units and surgical procedures using NNIS protocols.

Performed surveillance for epidemiologically significant organisms and infections. (e.g., TB, C. difficile, MRSA, VRE).

Revised and updated the infection control policy manual annually.

Developed a standardized order set for surgical antibiotic prophylaxis. Franklin Square was the first community hospital in the Baltimore area to implement this practice. Infection rates for vascular surgical procedures were reduced 30%.

Addressed the issue of needlesticks through implementation of a new needlestick prevention device. Franklin Square was the first hospital in the Baltimore-Washington area to use the device. Needlesticks due to phlebotomy were reduced by 25%.

Developed a strong working relationship with the Baltimore County Health Department.

**BECTON DICKINSON, Sparks, MD**

**1989-1994**

*Senior Technical Specialist in Microbiology*

*Education and Training Department*

**UNIVERSITY OF MARYLAND MEDICAL CENTER, Baltimore, MD**

**1986-1989**

*Laboratory Supervisor*

**SINAI HOSPITAL, Baltimore, MD**

**1980-1986**

*Medical Technologist*

*Microbiology and Immunology Departments*

### EDUCATION

**APIC Infection Control Training (EPI 2)**

**2005**

**Johns Hopkins School of Public Health**

**2000**

Summer Institute in Epidemiology

**CDC NNIS Surveillance Training**

**1996**

**APIC Basic Infection Control Training (EPI 1)**

**1995**

**University of Maryland**

**1986**

M.S. Microbiology

**University of Maryland**

**1980**

B.S. Clinical Laboratory Science

**PROFESSIONAL ACTIVITIES**

Member, CBIC Board of Directors	<b>2005-2008</b>
Member, Regional Perinatal Advisory Group-Baltimore County Health Department	<b>2001-2005</b>
Reviewer, APIC Text of Infection Control	<b>2003-2005</b>
Member, APIC National Practice Council	<b>2002-2004</b>
Taskforce for Legionella in Healthcare Facilities - MD State Health Department	<b>1999-2000</b>
Treasurer, Greater Baltimore APIC	<b>1997-2000</b>

**PRESENTATIONS**

**Salmonellosis in a Nursing Home Patient on Enteral Feeding**

Poster presentation – APIC (Association for Professionals in Infection Control) Annual Conference  
June 2006

**Infection Control Response to an Influenza Outbreak in the Community**

Oral presentation – SHEA (Society for Healthcare Epidemiology of America) Annual Conference April 2005

**Multifaceted Approach To Preventing Central Line-Associated Bloodstream Infections in the Surgical Intensive Care Unit**

Oral presentation – SHEA Annual Conference – April 2004

**Evaluation of the Medi-Flex® Blood Culture Prep Kit for Preventing Blood Culture Contamination in the Emergency Department**

Poster presentation – APIC Annual Conference – June 2001

**Improving the Care of Patients with Community Acquired Pneumonia: An Interdisciplinary Team Approach**

Poster presentation – CDC 4<sup>th</sup> Decennial Conference on Nosocomial and Healthcare-Associated Infections - 2000

**Use of NNIS Surveillance Methods to Reduce Vascular Surgical Site Infections**

Poster presentation – APIC Annual Meeting - 2000

**Decreasing Bloodstream Infections in Very Low Birth Weight Infants With Topical Ointment Therapy**

Oral Presentation – SHEA Annual Conference – 1999

**CERTIFICATIONS**

Certification in Infection Control (CIC)

Specialist Certification in Public Health Microbiology (ASM)

**HONORS**

Margo Capra Award for Excellence in Infection Control, 2001, 2004  
Greater Baltimore APIC Chapter



## APIC Consultant 9

APIC Consulting Services: [REDACTED]

### PROFILE

Board Certified Infection Prevention & Control Practitioner, Independent Consultant; a healthcare executive with more than 25 years of clinical, infection prevention & control experience in various settings as well as serving diverse populations. Experience as a short term Interim Infection Preventionist providing surveillance, data collection, data analysis and ongoing staff and patient education in hospitals throughout the U.S. including infection prevention, employee health, communicable and infectious disease epidemiology, performance improvement, construction management regarding infection prevention and consulting (e.g. healthcare facility regulation, outbreak investigation, exposure management, infection prevention program development, and updating and writing of policy and procedure manuals and the use of various data mining systems). Background in skilled nursing facilities, assisted livings facilities prevention and assessment for Covid-19 mitigation.

### **Professional Experience:**

APIC Consulting – Independent Contractor

Texas Department of Health Services (DSHS)– May 2020 to Present, Public Health Regions

Healthcare Safety Investigations Group; COVID Team – Healthcare Safety Unit

Epidemiology Unit-- Healthcare Associated Outbreaks; Outbreak response Team; Healthcare Safety team - COVID

- Conducting on-site and telephone/video conference surveillance and using ICAR's - Infection Control Assessment and Response (ICAR) tool modified by Texas Epidemiology.

-Follow up for facilities in outbreak of COVID to reduce morbidity and mortality.

- Provide infection prevention resources for long-term care facilities (LTCF), Assisted Living (ALF), ICF (Intermediate Care), IID (Individuals with Intellectual Disabilities).

- Telephone follow-up on previous ICAR's with written updates to managing epidemiologist

-Update Teams LTC Toolkit – supplemental information –used in recommendations to facilities

-Revised current modified ICAR with team as request by regional epidemiologists.

-Provides verbal and written recommended IPC practice(s) based upon current CDC guidance.

- Training new health department epidemiology personnel in conducting Tele-ICAR's through phone and video interviews as needed as well as on-site when available

- Review of LTCF, ALF, ICD/IID facilities updating data sheet and offering assistance for enrollment in the National Healthcare Safety Network (NHSN) COVID 19 modules

Apple-Rehab- Westfield/ Rocky Hill, CT – Short term assignment - Long Term Care/ Skilled Nursing  
Preparation for opening a COVID only nursing home facility.

Top Echelon/Foxhire, LLC: Short Term 13 - 26-week contract assignments 2015 -2019

- Henry Mayo Newhall Hospital – Interim Infection Preventionist - 237 Beds
- CHI St. Vincent Hospital – Interim Infection Preventionist – 300 beds; CHI ST. Vincent Critical Access – 14
- Regional One Health Medical Center – Interim Infection Preventionist - 326 Staffed beds
- Desert Regional Medical Center –Interim Infection Control Officer – 279 beds
- Mercy Medical Center –Interim Infection Control Coordinator -301 beds; 30 bed Rehabilitation Hospital

Lawrence + Memorial Hospital -New London, CT 06320 – 308 beds

Interim Infection Prevention & Control Manager

Annual budget preparation; Employee evaluation- responsible for 3 employees

5/31/2013 acquired Westerly Hospital- 125 bed- tasked with merging IC departments, P/P

Annual IC Risk Assessment and Work Plan; NHSN surveillance and reporting

Final Analysis and interpretation of all collected infection surveillance data- CT validation – 100%

Joint Commission Survey Preparation- Successful completion during a Norovirus outbreak

Department of Health Survey Preparation

Outbreak investigation, containment, monitoring and reporting;





## APIC Consultant 10

APIC Consulting Services: [REDACTED]

### Professional Summary

Successful infection control consultant educator with over 28 years of experience in the long-term care (LTC) environment. Has organized large and small trainings for nurses, administrators and physicians on a variety of topics from Surveillance management, and creating an antibiotic stewardship program to COVID-19 Management in nursing homes with trainings for all facility staff on infection control practices. Works closely with LA County Public Health, Acute Communicable Disease Program as well as Orange County Public Health and California Department of Public Health, Health-care Associated Infection Program. Has conducted teachings through webinars for individual nursing home organizations as well as for Health Services Advisory Group (the QIO for CMS in California, Arizona, Ohio and Florida). Has been invited to speak at conferences and meetings across the country. I have worked with Public Health Programs in Arizona, Nevada, Colorado, Washington, and Texas as well. I worked with CDC's, Dr. Nimalie Stone on nursing home enrollment to National Healthcare Safety Network (NHSN) module for their website.

### Skills

- Executive leadership of nursing team
- Antibiotic Stewardship Program development for nursing homes
- Process Improvements
- Develops topics for seminars to deliver to clients to update their information, large- and small-scale programs
- Experienced in translating regulation into policy for long-term care facilities (LTCF)
- Co-authored three chapters of the Infection Control Guide for Infection Preventionists in Long-term Care for APIC (Association for Professionals in Infection Prevention and Control & Epidemiology)
- Authored Infection Control update manual, and other published articles (McKnight)
- National lecturer at various professional organization conventions on Infection Control topics.
- Developed curriculum and part of the main faculty of the first 2-day Infection Control Training program, in conjunction with CAHF, for Infection Preventionists in LTC 2011. This has since become an annual training.
- 2017-2020-Member of Publication Committee for SHEA (Society for Healthcare Epidemiology of America)
- 2017 Member of LA County Public Health Task Force on Antibiotic Stewardship across the continuum of healthcare



- May 2017--Guest faculty at LA County Public Health 2-day mini Course on Infection Prevention and Control for Skilled Nursing Facilities
- 2016-2017- Developed curriculum for training Infection Preventionists in LTC and started a 2-day IP Training Boot Camp offered at various locations monthly throughout California.
- 2017-Faculty for Association for Professionals in Infection Prevention & Control (APIC) for training LTC nurses and administrators

### **Degree, Certification, and Awards**

California RN License, License #202817

Received BSN from Aspen University, May 2021

Board Certified in Infection Prevention and Control (CIC) certificate #101943

2013 recipient of SHEA (Society for Healthcare Epidemiology of America) Advanced IP Award

### **Professional Experience**

2021-present-On Board of Directors for California Long-Term Care Medical Directors (CALTCM)

2020-present-VP of Infection Control for Long-term care chain NewGen Health LLC

2020-present-IC Consultant for Trident Laboratories & Radiology

2019-present-IC Consultant for Expert Stewardship

Provides infection control education and antibiotic stewardship education to nursing homes in Southern California.

2016-present. Infection Prevention & Control Resources-CEO

Provides Infection Control training to nurses throughout California

2017- 2019 Rockport Healthcare Services

Director of Infection Control Programs. Worked with 76 skilled nursing facilities to educate nurses on infection control compliance.

2004-2017: Diagnostic Laboratories & Radiology

Director of Clinical Services and education. Provided infection control education and support to 85% of all LTCFs in California and in recent years extending to 43 other states across the country. I was available to consult during outbreaks with our LTC clients and assist them in writing policies and plans of correction for state survey response. Provided a one-on-one training to the designated infection control nurse in facilities. Developed policies for management of infection control programs, edited the Diagnostic Lab infection control manual and compiled update CD. Developed training modules for DL clients on Developing a





Comprehensive Surveillance Program. Developed an antibiotic stewardship policy and plan to share with our clients and CDPH. Work closely with our Public Health departments in California, Arizona, Nevada, and Texas.

1994-2004: Biopath Clinical Laboratories

Infection Control Consultant. Provided clients with infection control education to all levels of their staff. Performed Infection Control audits and rounding in facilities. Trained the infection control nurse in the facilities of our clients.

1992-1994: Clinical Science Laboratories

Administrator of Laboratory Services and Infection Control. Provided education to nursing home staff. Performed walking round audits for infection control practices. Performed chart audits

1989-1992: Visiting Nurses Association

Home Health Hospice Case Manager. Managed patients with terminal diagnoses with pain management and support for families

**From:** Leslie Kretzu <lkretzu@apic.org>  
**Sent:** Friday, May 20, 2022 8:10 AM  
**To:** DOH-Central Procurement [DOH]  
**Cc:** Kathryn Hitchcock; Alexandra Kruis  
**Subject:** [EXTERNAL] APIC Consulting Services -- Proposal for Bidding Opportunity 01-04-01-22 (1 of 2)  
**Attachments:** APIC Consulting Services\_Technical Proposal\_5-19-2022.pdf; APIC Consultant 1.pdf; APIC Consultant 2.pdf; APIC Consultant 3.pdf; APIC Consultant 4.pdf; APIC Consultant 5.pdf; APIC Consultant 6.pdf; APIC Consultant 7.pdf; APIC Consultant 8.pdf; APIC Consultant 9.pdf; APIC Consultant 10.pdf

Dear New Jersey Department of Health,

Please accept the attached proposal for Bidding Opportunity 01-04-01-22, "Infection Prevention (IP) Placement for NJ Long-term Care Facilities." The full proposal includes the Technical Proposal, the required forms, and deidentified consultant resumes. Please note, the required forms will be sent immediately following this email in a separate email. APIC Consulting Services, a subsidiary of the Association for Professionals in Infection Control and Epidemiology, has a roster of 350 CIC-certified consultants and is able to execute on this scope of work for NJ DOH. APIC Consulting is wrapping up the execution of a very similar scope of work for the Pennsylvania Department of Health, for which it has a roster of 48 CIC-certified consultants.

The firm fixed pricing is all-inclusive of direct cost and indirect costs, including Consultant direct labor costs, overhead + general & administrative, administrative support, equipment, materials, supplies, reports, forms, all travel, and any other costs required to execute the scope of work. The all-inclusive consultant hourly rate is \$195/hour. If you prefer, we can provide separate local and non-local consultant hourly rates.

Thank you for your consideration of our proposal, and please do not hesitate to reach out with any questions.

Best,

Leslie

**Leslie E. Kretzu, MA, MIPP, CAE**

Chief Executive Officer

**APIC Consulting Services**

1400 Crystal Drive, Suite 900 | Arlington, VA 22202

D: 202-454-2611 | F: 202-789-1899

[lkretzu@apic.org](mailto:lkretzu@apic.org) | [www.apicconsulting.com](http://www.apicconsulting.com)

Stay connected with APIC Consulting: [Twitter](#) | [Facebook](#)



# State of New Jersey Standard Terms and Conditions

(Revised December 13, 2021)

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

## **1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT**

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Quote or Proposal.

## **2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

The statutes, laws, regulations or codes cited herein are available for review at the [New Jersey State Library](#), 185 West State Street, Trenton, New Jersey 08625.

## **2.1 BUSINESS REGISTRATION**

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Contractor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, 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 business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, 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, P.L. 1966, c. 30 (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 Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

## **2.2 OWNERSHIP DISCLOSURE**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Contractor is a corporation, partnership or limited liability company, the Contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Contractor's failure to submit the completed and signed form prior to or with its Quote will result in the Contractor being ineligible for a Contract award, unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

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

## **2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

## **2.4 ANTI-DISCRIMINATION**

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 *et seq.* and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions

Contracts (Exhibit B and Exhibit C - Executive Order 151 Requirements) as appropriate.

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.

## **2.5 AFFIRMATIVE ACTION**

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [https://www.state.nj.us/treasury/contract\\_compliance/](https://www.state.nj.us/treasury/contract_compliance/).

## **2.6 AMERICANS WITH DISABILITIES ACT**

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

## **2.7 MACBRIDE PRINCIPLES**

The Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

## **2.8 PAY TO PLAY PROHIBITIONS**

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), The State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods. It shall be a breach of the terms of the contract for the business entity to:

- A. Make or solicit a contribution in violation of the statute;
- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
- E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Contractor for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended Contractor shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Contract under this Bid Solicitation, as well as future Contract opportunities; and

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Contractor with the Notice of Intent to Award.

## **2.9 POLITICAL CONTRIBUTION DISCLOSURE**

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor

receives one (1) or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

## **2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST**

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;
- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;
- C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;
- D. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;
- E. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F. The provisions cited above in paragraphs 2.8A through 2.8E shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

## **2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: <https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf>.

## **2.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE**

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

## **2.13 COMPLIANCE - LAWS**

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

## **2.14 COMPLIANCE - STATE LAWS**

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

## **2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS**

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

## **2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS**

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Contractor does not submit the form with the Quote, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

## **3.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**

### **3.1 COMPLIANCE - CODES**

The contractor must comply with New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

### **3.2 PREVAILING WAGE ACT**

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The Contractor's signature on [the proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [the proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [the proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

### **3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance.

### **3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS**

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- A. 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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 contracting officer setting forth the provisions of this nondiscrimination clause;

- B. 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;
- C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
  - 1. 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;
  - 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;
  - 3. 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; and
  - 4. 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.

### **3.5 BUILDING SERVICE**

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11-56.59. The prevailing wage shall be adjusted annually during the term of the contract.

### **3.6 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

### **3.7 SERVICE PERFORMANCE WITHIN U.S.**

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

### **3.8 BUY AMERICAN**

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor shall be required to so certify.

### **3.9 DOMESTIC MATERIALS**

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

### **3.10 DIANE B. ALLEN EQUAL PAY ACT**

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

### 3.11 EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

### 3.12 EXECUTIVE ORDER NO. 271 (MURPHY)

Pursuant to [Governor Murphy's Executive Order No. 271](#) (EO 271) which was signed and went into effect on October 20, 2021, a covered contractor, must certify that it has a policy in place:

- (1) that requires all covered workers to provide adequate proof, in accordance with EO 271, to the covered contractor that the covered worker has been fully vaccinated; or
- (2) that requires that unvaccinated covered workers submit to COVID-19 screening testing at minimum one to two times weekly until such time as the covered worker is fully vaccinated; and
- (3) that the covered contractor has a policy for tracking COVID-19 screening test results as required by EO 271 and must report the results to local public health departments.

The requirements of EO 271 apply to all covered contractors and subcontractors, at any tier, providing services, construction, demolition, remediation, removal of hazardous substances, alteration, custom fabrication, repair work, or maintenance work, or a leasehold interest in real property through which covered workers have access to State property.

These requirements shall automatically expire when EO 271 is rescinded.

## 4.0 INDEMNIFICATION AND INSURANCE

### 4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

- A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;
- B. The contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

### 4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancellation shall be emailed to the State at: [ccau.certificate@treas.nj.gov](mailto:ccau.certificate@treas.nj.gov)

The insurance to be provided by the contractor shall be as follows:

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New



- Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
  - C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
    - 1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
    - 2. \$1,000,000 DISEASE EACH EMPLOYEE; and
    - 3. \$1,000,000 DISEASE AGGREGATE LIMIT.

This \$1,000,000 amount may be raised when deemed necessary by the Director;

In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections A, B, and C. above may be amended for certain commodities when deemed in the best interests of the State by the Director.

## **5.0 TERMS GOVERNING ALL CONTRACTS**

### **5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR**

The contractor's status shall be that of any independent contractor and not as an employee of the State.

### **5.2 RESERVED**

### **5.3 CONTRACT TERM AND EXTENSION OPTION**

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

### **5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK**

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

### **5.5 CHANGE IN LAW**

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, including pricing, in order to provide equitable relief for the party disadvantaged by the change in law. The parties shall negotiate in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision as to an equitable adjustment, taking all relevant information into account, and shall notify the Contractor of the final adjusted contract price.

### **5.6 SUSPENSION OF WORK**

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is

required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

## **5.7 TERMINATION OF CONTRACT**

- A. For Convenience:  
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;
- B. For Cause:
  - 1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and
  - 2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.
- C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
- D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

## **5.8 SUBCONTRACTING**

The Contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws. Nothing contained in any of the contract documents, shall be construed as creating any contractual relationship between any subcontractor and the State.

## **5.9 RESERVED**

## **5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS**

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

## **5.11 PERFORMANCE GUARANTEE OF CONTRACTOR**

The contractor hereby certifies that:

- A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

## **5.12 DELIVERY REQUIREMENTS**

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

## **5.13 APPLICABLE LAW AND JURISDICTION**

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

## **5.14 CONTRACT AMENDMENT**

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

## **5.15 MAINTENANCE OF RECORDS**

Pursuant to N.J.A.C. 17:44-2.2, the contractor shall maintain all documentation related to products, transactions or services under this contract 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 upon request.

## **5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)**

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
  - 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
  - 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

## **5.17 NEWS RELEASES**

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.

## **5.18 ADVERTISING**

The Contractor shall not use the State's name, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

## **5.19 ORGAN DONATION**

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

## **5.20 LICENSES AND PERMITS**

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. Notwithstanding the requirements of the Bid Solicitation, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Contractor in its Quote.

## 5.21 CLAIMS AND REMEDIES

- A. All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
- B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
- C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

## 5.22 ACCESSIBILITY COMPLIANCE

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State with technical information available to support such VPAT documentation in the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

## 5.23 CONFIDENTIALITY

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);
- D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
- H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
  - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
  - (ii) pursuant to a lawfully issued subpoena or other lawful document request:
    - (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or
    - (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

## **6.0 TERMS RELATING TO PRICE AND PAYMENT**

### **6.1 PRICE FLUCTUATION DURING CONTRACT**

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and documentation.

### **6.2 TAX CHARGES**

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

### **6.3 PAYMENT TO VENDORS**

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;
- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at [www.nj.gov/treasury/purchase/forms/Vendor\\_Timesheet.xls](http://www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls); and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Office of Diversity and Inclusion.
- E. The Contractor shall have sole responsibility for all payments due any Subcontractor

### **6.4 OPTIONAL PAYMENT METHOD: P-CARD**

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

### **6.5 NEW JERSEY PROMPT PAYMENT ACT**

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

### **6.6 AVAILABILITY OF FUNDS**

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

## **7.0 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS**

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

## **7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS**

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **7.3 PROCUREMENT OF RECOVERED MATERIALS**

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## **7.4 EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 setting forth the provisions of this nondiscrimination clause.

- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED**

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

#### **7.6 COPELAND ANTI-KICK-BACK ACT**

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED**

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

##### Clean Air Act

- 7.9.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 7.9.1.2 The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 7.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.



2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

### 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.

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 AA302 (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](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 and 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 and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

## EXHIBIT B - CONSTRUCTION CONTRACTS

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)

N.J.A.C. 17:27-1.1 et seq.

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, up grading, 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.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

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 or workers' representative of the contractor's commitments under this act 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
  - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - (i) The contractor or subcontractor shall interview the referred minority or women worker.
    - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
    - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
  - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnlx.com/>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

**State of New Jersey Standard Terms and Conditions**  
(Revised December 13, 2021)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

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Signature

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Date

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Print Name and Title

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Print Name of Contractor



# WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

(Revised January 11, 2022)

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

This Supplement to the State of New Jersey Standard Terms and Conditions ("Supplement") shall apply to all contracts or purchase agreements made with the State of New Jersey ("State") under N.J.S.A. 52:34-9 or -10 ("Waiverred Contracts"). The terms in this Supplement are in addition to, or modify the State of New Jersey Standard Terms and Conditions (SSTCs) as applicable and noted below.

## **I. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL WAIVERED CONTRACTS**

### **A. ORDER OF PRECEDENCE**

The "Contract" shall consist of the following documents: (1) this Supplement; (2) the State of New Jersey Standard Terms and Conditions; (3) the agency's scope of work; and, (4) the Contractor's proposal including any attachments or documents incorporated by reference. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

### **B. NO ARBITRATION**

Notwithstanding anything to the contrary in Contractor's Standard Form Agreement ("SFA") or Scope of Work ("SOW"), the State does not agree to binding arbitration.

### **C. NO AUTO-RENEWAL**

Notwithstanding anything to the contrary in Contractor's SFA or SOW, the State does not agree to auto-renewal of any services, standard software maintenance, technical support or service fees.

## **II. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR WAIVERED CONTRACTS, AS APPLICABLE**

### **A. STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES**

The State reserves the right to inspect the contractor's establishment before making an award, for the purposes of ascertaining whether the contractor has the necessary facilities for performing the Contract. The State may also consult with clients of the contractor to assist the State in making a contract award that is most advantageous to the State.

### **B. STATE'S RIGHT TO REQUEST FURTHER INFORMATION**

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the contractor's financial capabilities to perform the Contract. Further, the Director reserves the right to request a contractor to explain, in detail, how the proposal price was determined.

### **C. DELIVERY TIME AND COSTS**

Unless otherwise noted elsewhere in the scope of work, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in proposals shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). The contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. Thirty calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

### **D. COLLECT ON DELIVERY (C.O.D) TERMS**

C.O.D. terms will not be accepted.

### **E. CASH DISCOUNTS**

The contractor is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts. Should the contractor choose to offer cash discounts the following shall apply:

1. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and
2. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

### **F. PERFORMANCE SECURITY**

If performance security is required, such security must be submitted with the bid in the amount listed in the scope of work. N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey,

2. A certified or cashier's check drawn to the order of "Treasurer, State of New Jersey," or
3. An irrevocable letter of credit issued by a federally insured financial institution and naming "Treasurer, State of New Jersey," as beneficiary.

The Performance Security must be submitted to the State within 30 days of the effective date of the Contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in cancellation of the Contract for cause and nonpayment for work performed.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services contracts. Thus, the contractor is permitted to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.

For performance bonds based on a percentage of the total estimated Contract price. On each anniversary of the effective date of the Contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the Contract price to be paid to the contractor.

In the event that the Contract price is increased by a Contract Amendment, the contractor may be required to provide, within 30 calendar days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

#### **G. RETAINAGE**

If retainage is required on the Contract as stated in the scope of work, the state and/or agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the agency of all services, deliverables or work products required by the Contract.

For ongoing contracts, the agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the agency will review the contractor's performance and if performance has been satisfactory, the agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the contractor after certification by the agency's project manager, if any, that all services have been satisfactorily performed.

#### **H. AUDIT NOTICE AND DISPUTE RESOLUTION**

To the extent the contractor's proposal or Standard Form Agreement permits the contractor to conduct periodic audits of the State's usage of the Contractor Intellectual Property provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

1. **AUDIT NOTICE** – Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State's use of Contractor Intellectual Property, the contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the contractor's notice provides a longer notice period), to the: Agency requesting the waiver contract.
2. The notice shall reference the specific audit provision(s) in the contractor's proposal or Standard Form Agreement being exercised and include copies of same, specify the means by which the contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.
3. **AUDIT DISPUTE RESOLUTION** -- If the State, in good faith, provides the contractor with written notice of an alleged error in the amount of underpaid fees due the contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph.
4. **STATE NOT LIABLE FOR AUDIT COSTS** -- Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, the State will not reimburse the contractor for any costs related to an audit.
5. **NO AUDIT RIGHT CREATED** -- In the event that the contractor's proposal or Standard Form Agreement does not permit audits of the State's usage of Contractor Intellectual Property, Section 5.19 of this Supplement shall not be interpreted to provide such an audit right.



### **III. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS**

#### **A. INSURANCE FOR PROFESSIONAL SERVICES CONTRACTS**

Section 4.2 Insurance of the SSTC is supplemented with the following:

##### Professional Liability Insurance

The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

#### **B. LIMITATION OF LIABILITY FOR PROFESSIONAL SERVICES CONTRACTS**

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

##### 4.3 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

- A. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under this Contract caused by negligence or willful misconduct of the Contractor;
- B. The Contractor's breach of its obligations of confidentiality; and
- C. The Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations.

The Contractor shall not be liable for special, consequential, or incidental damages.

### **IV. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS**

#### **A. DEFINITIONS**

The following definitions shall apply to information technology contracts:

1. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
2. As defined by N.J.S.A. 56:8-161, the term "Breach of Security" means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.
3. The term "Contractor Intellectual Property" means any intellectual property that is owned by the contractor and contained in or necessary for the use of the Deliverables or which the contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by the contractor, the contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.
4. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
5. The term "Custom Software" means Software and Work Product that is developed by the contractor at the request of the Agency to meet the specific requirements of the Agency and is intended for its use.
6. The term "Customized Software" means COTS that is adapted by the contractor to meet specific requirements of the Agency that differ from the standard requirements of the base product.
7. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;
8. The term "End User" means the user of the Provider's solution.
9. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
10. The term "Hardware" shall be deemed to include computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.
11. The term "Information Technology Contract" shall mean, notwithstanding any definition in New Jersey Statutes, a Contract for one or more of the following: Hardware, Software, Services, telecommunication goods and services, and all related goods.
12. The term "Mobile Device" means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.
13. The term "Non-Public Data" means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by

the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

14. The term "Personal Data" means:
  - a. "Personal Information" as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.
  - b. data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
15. The term "Personally Identifiable Information" or "PII," as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information,
16. The term "Protected Health Information" or "PHI," has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
17. The term "Recovery Time Objective" or "RTO," means the maximum tolerable length of time that the Provider's solution may be unavailable after a failure or disaster occurs.
18. The term "Security Incident" means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.
19. The term "Service Level Agreement" or "SLA," means the document that is part of the Provider's SFA that typically includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
20. The terms "Services" shall be deemed to include, without limitation (i) Information Technology ("IT") professional services; (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.
21. The term "Software" means, without limitation, computer programs, source codes, routines, or subroutines supplied by the contractor, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.
22. The term "State Data" means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.
23. The term "State Intellectual Property" means any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.
24. The term "Third Party Intellectual Property" means any intellectual property owned by parties other than the State or the contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.
25. The term "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the

contractor or the contractor's subcontractors or a third party engaged by the contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

## **B. INDEMNIFICATION FOR STANDARD TECHNOLOGY CONTRACTS**

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following:

### **4.1 INDEMNIFICATION**

The Contractor's liability to the State and its employees in third party suits shall be as follows:

- A. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
  1. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or the order; and
  2. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract; and
  3. The Contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations.
- B. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:
  1. procure for the State the legal right to continue the use of the product;
  2. replace or modify the product to provide a non-infringing product that is the functional equivalent; or
  3. in the event that the Contractor cannot do (1) or (2) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
- C. The State will:
  1. promptly notify Contractor in writing of the claim or suit;
  2. give Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(a); provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense.
- D. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from:
  1. the State's unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor;
  2. the State's unauthorized alteration or modification of any product supplied under this Contract;
  3. the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or
  4. the State's failure to promptly implement a required update or modification to the product provided by Contractor after the Contractor has given written notice to the State of a need for such an update or modification.
- E. Contractor will be relieved of its responsibilities under Subsection 4.1(a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- F. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection 4.1(a)(i) and (ii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims;
- G. This section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product; and
- H. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of the Division of Purchase and Property. The State of New Jersey may, at its election and expense, assume its own defense and settlement; and
- I. The State of New Jersey will not indemnify, defend, pay or reimburse for claims or take similar actions on behalf of the Contractor.

## C. INSURANCE FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.2 Insurance of the SSTC is supplemented with the following:

### Professional Liability Insurance

The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

## D. LIMITATION OF LIABILITY FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

### 4.3 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

- A. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under this Contract caused by negligence or willful misconduct of the Contractor;
- B. The Contractor's breach of its obligations of confidentiality; and
- C. The Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations.

The Contractor shall not be liable for special, consequential, or incidental damages.

## E. PERFORMANCE GUARANTEE OF THE CONTRACTOR

Section 5.11 Performance Guarantee of the Contractor of the SSTC is supplemented with the following:

### 1. COTS and Customized Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage as determined by the State, in its sole discretion, the contractor warrants that COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Solicitation and/or contractor technical documentation for ninety (90) days after Acceptance. The State shall notify the contractor of any COTS or Customized Software product deficiency within ninety (90) days after Acceptance. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.
- b. Except for the portion of the contractor's COTS or Customized Software product that intentionally contains one or more of the following for the purpose of anti-virus protection, the contractor warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under the Contract.
- c. In the event of any breach of this warranty, the contractor shall correct the product errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and recover the fees paid to the contractor for the license and any unused, prepaid, technical support fees paid. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
- d. The contractor does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.

### 2. Custom Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for one hundred and eighty (180) days after Acceptance. The State shall notify the contractor of any Custom Software deficiency within one hundred and eighty (180) days after Acceptance of the Custom Software Deliverable (the "Notice Period"). Where the contractor is providing multiple Custom Software Deliverables over the term of the Contract, the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Contract. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Contract; however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period.
- b. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized

Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.

- c. The contractor warrants that, at the time of Acceptance of the Custom Software Deliverable provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under the Contract. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
  - d. In the event of any breach of this warranty, the contractor shall correct the Custom Software errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to the contractor for the Custom Software with the uncorrected defect or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to the contractor for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect. Under no circumstances does this warranty provision limit the contractor's obligations in the event of a breach of confidentiality.
  - e. The contractor does not warrant that Custom Software is error-free or that it will operate uninterrupted.
3. IT Services
- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify the contractor of any Services warranty deficiencies within ninety (90) days from performance of the deficient Services.
  - b. In the event of any breach of this warranty, the contractor shall re-perform the deficient Services, or if the contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the contractor for the deficient Services.
4. Hardware
- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that the equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
  - b. The contractor warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable.
  - c. The contractor warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this subsection (d) shall occur no later than sixty (60) days after delivery, as evidenced by a signed delivery receipt. The contractor shall render prompt service without charge, regardless of geographic location.
  - d. The contractor warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
  - e. The contractor warrants that trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
  - f. The contractor warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. The contractor warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance.
  - g. In the event of any breach of this warranty, the contractor shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with the contractor's product specifications.
5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**V. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS WHICH INCLUDE SOFTWARE AS A SERVICE (SAAS)/CLOUD SOLUTION**

**A. ADDITIONAL TERMS FOR A CONTRACTOR'S DATA PROTECTION OBLIGATIONS**

1. Data Ownership: The State will own all right, title and interest in its State Data that is related to the services provided by this contract. The Provider shall not use or access State user accounts or State Data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at the State's written request.

Provider shall not collect, access, or use State Data except as strictly necessary to provide its solution to the State. No information regarding the State's use of the solution may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this contract.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Provider to ensure that there is no inappropriate or unauthorized use of State Data at any time. To this end, the Provider shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:

- a. The Provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized good industry practice and not less stringent than the measures the Provider applies to its own Personal Data and Non-Public Data of similar kind.
  - b. All Personal Data shall be encrypted at rest and in transit with controlled access. Provider is responsible for encryption of the Personal Data. The level of protection and encryption for all Personal Data shall be identified and made a part of this contract.
  - c. Provider shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this contract.
  - d. Personal Data shall not be stored on Mobile Devices. Where Mobile Devices are required for Provider to accomplish the work, the Provider shall ensure the Mobile Device is hard drive encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data.
  - e. At no time shall any data or processes, which either belongs to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by the Provider or any party related to the Provider for subsequent use in any capacity that does not include the State.
3. Data Location: Provider shall provide its services to State and its End Users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. Provider shall not allow its personnel or contractors to store State Data on Mobile Devices, including personal computers, except for devices that are used and kept within the physical structure of its U.S. data centers. Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical support or upon prior notice and approval. The Provider may provide technical user support on a seven-day by 24-hour basis, unless otherwise prohibited in this contract.
4. Security Incident and Breach of Security Responsibilities.
- a. Security Incident Reporting Requirements: Once Provider reasonably determines that a Security Incident occurred, the Provider shall report a Security Incident to the appropriate State identified contact within 24 hours by the agreed upon method as defined in the contract. Provider will provide the State regular updates and all available relevant information including a description of the incident and those measures taken by Provider in response to the Security Incident.
  - b. Breach of Security Reporting Requirements: If the Provider confirms or reasonably believes that there has been a Breach of Security, the Provider shall (1) immediately notify the appropriate State identified contact by the agreed upon method within 24 hours, unless a shorter time is required by applicable law, (2) take commercially reasonable measures to address and investigate the Breach of Security in a timely manner and (3) cooperate with the State as reasonably requested by the State and/or law enforcement to investigate and resolve the Breach of Security. Provider will provide the State regular updates and all available information to assist the State with notification to law enforcement and third parties as required by applicable law, including a description of the Breach of Security and those measures taken by Provider in response to the Breach of Security.
  - c. Incident Response: When commercially reasonable to do so, Provider may communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries (subject to preapproval by the State if Provider specifically identifies the State or State Data), and seeking external expertise as mutually agreed at the time, defined by law, or contained in the SLA. Discussing Security Incidents with the State should be handled on an urgent as needed basis, as part of Provider communication and mitigation processes as mutually agreed at the time, defined by law, or contained in the SLA.
  - d. Following a Security Incident or Breach of Security, Provider shall promptly implement necessary remedial measures, if necessary, and document responsive actions taken related to the Security Incident or Breach of Security, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
5. Termination and Suspension of Service:
- a. In the event of termination of the contract, the Provider shall implement an orderly return of State Data in a mutually agreeable format and the subsequent secure disposal of State Data remaining in Provider's possession.
  - b. Suspension of services: During any period of suspension, the Provider shall not take any action to intentionally erase any State Data.
  - c. Unless otherwise stipulated, in the event of termination of any services, SLA, or this contract in its entirety, the Provider shall not take any action to intentionally erase any State Data for a period of:
    - 1) 10 business days after the effective date of termination, if the termination is in accordance with the expiration of the defined contract term;
    - 2) 30 business days after the effective date of termination, if the termination is for convenience; or
    - 3) 60 business days after the effective date of termination, if the termination is for cause.

After such period, the Provider shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control in accordance with subsection (e) below.

- d. Post-Termination Assistance: The State shall be entitled to any post-termination assistance with respect to the services unless a unique data retrieval arrangement has been established as part of the contract.
- e. Secure Data Disposal: When requested by the State, the provider shall destroy all requested data in all of its forms, including but not limited to: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be

recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

6. **Background Checks:** The Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Provider shall promote and maintain an awareness of the importance of securing the State's Data among the Provider's employees and agents.
7. **Access to security logs and other reports:** The Provider shall provide logs and reports to the State in a format as specified in the contract and agreed to by both the Provider and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State Data related to this contract, including but not limited to data, file management, transactions, or tools used to provide, manage, secure, or analyze the State's Data. The Provider shall maintain the reports and logs for the contract term and for two (2) years after the conclusion of the term, and shall provide them to the State in the course of a State audit or upon written request from the State.
8. **Service Level Audit:** The Provider shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion, at the State's expense.
9. **Data Center Audit:** The Provider shall have an independent third party audit of its data center(s) performed at least annually at their own expense, and provide the audit report to the State upon request.
10. **Change Control and Advance Notice:** The Provider shall give advance notice to the State of any upgrades (e.g. major upgrades, minor upgrades, system changes) that may impact service availability and performance. Said notice shall be provided at least thirty days in advance of the upgrade, unless otherwise agreed in the SLA.
11. **Security:** The Provider shall disclose its non-proprietary security processes and technical limitations to the State by completing the State's Security Controls Checklist or equivalent system security document, available upon request from the Office of Information Technology, as updated from time to time, such that adequate protection and flexibility can be attained between the State and the Provider.
12. **Non-disclosure and Separation of Duties:** The Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is absolutely needed to perform job duties.
13. **Import and Export of Data:** The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Provider. This includes the ability for the State to import or export data to/from other Providers.
14. **Responsibilities and Uptime Guarantee:** The Provider shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Provider. The system shall be available 24 hours per day, 365 days per year (with agreed-upon maintenance downtime), and Provider shall provide service to the State as defined in the Service Level Agreement.
15. **Right to Remove Individuals:** The State shall have the right at any time to require that the Provider remove from interaction with the State any Provider representative who the State believes is detrimental to its working relationship with the Provider. The State will provide the Provider with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Provider shall immediately remove such individual. The Provider shall not assign the person to any aspect of the contract or future work orders without the State's consent.

**Business Continuity and Disaster Recovery:** The Provider shall provide a business continuity and disaster recovery plan upon request and ensure that the State's Recovery Time Objective (RTO) is met. The RTO shall be defined in the SLA.

## **B. INDEMNIFICATION FOR SAAS**

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following;

### **4.1 INDEMNIFICATION**

- A. **CONTRACTOR RESPONSIBILITIES** - The Contractor's liability to the State and its employees in third party suits shall be as follows:
  1. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
    - i. For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract; and

- ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance (“Intellectual Property Rights”) furnished or used in the performance of the contract; and
  - iii. For or on account of a Breach of Security resulting from Contractor’s breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse; and
  - iv. The Contractor’s indemnification and liability under Section 4.1(A)(1) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of the State Standard Terms and Conditions.
2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will: (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey, nor purport to act as legal representative of the State of New Jersey, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
  3. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State’s unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State’s unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor’s compliance with the State’s designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor shall review same and advise if such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State’s failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor.
  4. Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), (ii), and (iii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
  5. This section states the entire obligation of Contractor and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
  6. The provisions of this indemnification clause shall in no way limit the Contractor’s obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity.
  7. The Contractor agrees that any approval by the State of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract.
  8. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(B) below and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.
- B. STATE RESPONSIBILITIES - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. This is Contractor’s exclusive remedy for these claims.

**B. INSURANCE FOR SAAS**

Section 4.2 Insurance of the SSTC is supplemented with the following:

1. Professional Liability Insurance  
The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.
2. Cyber Breach Insurance  
The Contractor shall carry Cyber Breach Insurance in sufficient to protect the Contractor from any liability arising out of its performance pursuant to the requirements of this Contract. The insurance shall be in an amount of not less than \$2,000,000 in such policy forms as shall be approved by the State. The insurance shall at a minimum cover the following: Data loss, ransomware and similar breaches to computers, servers and software; Protection against third-party claims; cost of notifying affected parties; cost of providing credit



monitoring to affected parties; forensics; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to Data Breach and Credit Monitoring Services analyze the insured's legal response obligations; costs of defending lawsuits; judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims.

**C. LIMITATION OF LIABILITY FOR SAAS**

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

**4.3 LIMITATION OF LIABILITY**

- A. The Contractor's liability for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to, the Contract for any and all third party claims, shall be limited in the aggregate to 200% of the fees paid by the State during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$1,000,000. This limitation of liability shall not apply to the following:
  - i. The Contractor's indemnification obligations as described in Section 4.1; and
  - ii. The Contractor's breach of its obligations of confidentiality described in this Bid Solicitation.
- A. Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data pursuant to this Bid Solicitation or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.
- B. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages.

**I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT**

**Leslie Kretzu**

Signature

**Leslie Kretzu, CEO**

Print Name and Title

**APIC Consulting Services, Inc.**

Print Name of Contractor

**4/22/2022**

Date