

Agreement
New Jersey State Waiver No. AN-109

Extending the terms and conditions in the New Jersey State Waiver No. AN-109 till December 31,2021

CertiSurv, LLC confirms that this is under the same terms and conditions mutually agreed upon in the New Jersey State Waiver No. AN-109.

CertiSurv, LLC has offered the reduced rates to New Jersey State Waiver No. AN-109, which pricing, as outlined in Schedule A below, shall be in effect through December 31, 2021.

CertiSurv, LLC will expand the scope of services to include Assisted Living Licensing Surveys as specified by the New Jersey Department of Health, which pricing, as outlined in Schedule A below, shall be in effect upon the signing of this Agreement through the end of the Term.

Schedule A

CertiSurv will charge the following prices for each survey type completed. Survey Types and Prices	COVID-19 Focused Infection Control Survey \$3,750 Complaint Investigation Survey \$5,150 Complaint Investigation w/ FIC Survey \$5,950 Assisted Living Licensing Survey \$8,950
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CertiSurv, LLC

Signature: 

Date: 6/11/2021

Request for Proposals Long Term Care Facilities Surveys

Proposals shall be sent to Central.Procurement@doh.nj.gov by 2pm EST, on Tuesday, March 23, 2021.

The Department of Health (DOH) is looking to engage a vendor to conduct Focused Infection Control Surveys at State Licensed Assisted Living facilities using the CMS Focused Infection Control survey process with a crosswalk to the NJ Assisted Living State regulations and at 125-200 Medicare certified nursing homes. The surveyors shall investigate compliance with the Medicare Requirements for Participation and determine whether the facility is implementing proper infection prevention and control practices to prevent the development and transmission of COVID-19 and other communicable diseases and infections.

The vendor shall also conduct complaint investigations at Medicare certified/State Licensed nursing homes and State Licensed Assisted Living facilities. The vendor shall use the CMS complaint process with a crosswalk to the NJ Assisted Living State regulations.

The vendor shall perform between 59 and 117 on-site biennial state licensing surveys at assisted living and comprehensive personal care homes. Surveyors must determine compliance with state regulations at N.J.A.C. 8:36 - Standards for Licensure of Assisted Living Residences, Comprehensive Personal Care Homes, and Assisted Living Programs.

1.0 Scope of Work:

The Contractor shall complete the following actions, tasks, obligations, and responsibilities between the contract award date and December 31, 2021, the term of the contract.

1.1 Vendor Responsibilities:

The Vendor shall:

- Provide qualified staff to conduct complaint investigation and COVID-19 focused infection control surveys of Long-Term Care Facilities with the process outlined by the Centers for Medicare and Medicaid Services (CMS) and applicable federal laws and regulations at <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/som107c05pdf.pdf> and <https://www.cms.gov/files/document/qso-20-38-nh.pdf>.
- Provide any necessary Personal Protective Equipment (PPE) to surveyors working pursuant to the Contract.
- 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.
- 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.
- Participate in meetings or conference calls, as requested by NJ, to assist in review of survey findings and/or the facility Plan of Correction.

- Notify NJ as soon as possible of any suspected Immediate Jeopardy (IJ) situation in a facility being surveyed and follow procedures set forth in the SOM
- Provide requested documentation and/or testimony regarding enforcement actions as needed to support federal or State counsel in any resulting litigation.
- At the completion of each contracted survey, release to DOH all information, working papers, and reports required by federal and State law used in determining whether participating facilities met federal requirements.
- Adhere to all federal and State requirements, including but not limited to forms, methods, policies and procedures, which are applicable to CMS survey and certification work, as well as federal laws and regulations.

The Vendor shall conduct the following survey activities:

1. Perform on-site COVID-19 Focused Infection Control Surveys within 2-4 days of assignment by DOH using the survey tool to determine compliance at F880, F885, and E0024. Surveyors must determine whether the facility is implementing proper infection prevention and control practices to prevent the development and transmission of COVID-19 and other communicable diseases and infections. Entry and screening procedures as well as resident care guidance have varied over the progression of the pandemic. Facilities are expected to comply with CMS requirements and surveyors shall use guidance that is in effect at the time of the survey.

2. Perform on-site investigation of complaints using the federal process to determine compliance with regulations relevant to each complaint. Entry and screening procedures have varied during the pandemic. Facilities are expected to comply with CMS requirements and surveyors will shall use guidance that is in effect at the time of the survey.

3. For activities 1. And 2, above, refer to and comply with QSO memos released at: <https://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/SurveyCertificationGenInfo/Policy-and-Memos-to-States-and-Regions>.

4. For activities 1. and 2., above, complete between 9-15 surveys per week through December 31, 2021.

5. Perform between 59 and 117 on-site biennial state licensing surveys at assisted living and comprehensive personal care homes. Surveyors must determine compliance with state regulations at N.J.A.C. 8:36 - Standards for Licensure of Assisted Living Residences, Comprehensive Personal Care Homes, and Assisted Living Programs.

2.0 Experience:

Vendors shall provide relevant experience on projects of similar size and scope and resumes of the staff that will conduct surveys. Surveyors must be certified SMQT.

3.0 Pricing:

Pricing shall be per survey type: complaint investigation, focused infection control, or biennial licensing survey, and combinations thereof, (for example, focused infection control and complaint investigation at the same time) and shall include all tasks.

Pricing shall be firm fixed pricing. **Firm Fixed Price** – 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.

4.0 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 Vendor's {Bidder's} management, supervisory, and key personnel assigned to the Blanket P.O., including the candidates recommended for each of the positions/roles required;

Experience of firm: The Vendor's {Bidder's} documented experience in successfully completing Blanket P.O. of a similar size and scope in relation to the work required by this Bid Solicitation; and

Ability of firm to complete the Scope of Work based on its Technical Quote: The Vendor's {Bidder's} demonstration in the Quote that the Vendor {Bidder} understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Blanket P.O.

The intent of this Bid Solicitation is to award a Master Blanket Purchase Order (Blanket P.O) to that responsible Vendor {Bidder} whose Quote, conforming to this Bid Solicitation is most advantageous to the State, price and other factors considered.

5.0 Comptroller:

Notice of Executive Order 166 Requirement 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.

6.0 Required forms:

6.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE

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

Vendors 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 an electronic.

6.2.1 MACBRIDE PRINCIPLES CERTIFICATION

The Vendor must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance 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 its compliance with those principles. See Section 2.5 of the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

The Vendor has no operations in Northern Ireland; or

The Vendor has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Vendor electing not to certify to the MacBride Principles must nonetheless sign the Bid Solicitation Offer and Acceptance Page AND must include, as part of its Quote, a statement indicating its refusal to comply with the provisions of this Act.

6.3.1 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 Vendor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Bidder's failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Blanket P.O. to said Bidder 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, to comply with this section, 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.

6.3.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Bidder must utilize this Disclosure of Investment Activities in Iran form to certify that 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 Vendor {Bidder} is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form.

6.3.3 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 Blanket P.O. To facilitate

the Quote evaluation and Blanket P.O. award process, the Bidder should submit a copy of its valid BRC and those of any named Subcontractors with its Quote. See Section 2.1 of the SSTC.

Any Bidder, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote opening, or whose BRC was revoked prior to the submission of the Quote, 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.

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 Quote 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.

6.3.4 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 Quote, 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 Vendor {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.

6.3.5 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 Quote is requested and advised.

6.3.6 AFFIRMATIVE ACTION

The intended Vendor 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 Vendors 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 Vendor’s Affirmative Action Compliance status, NJSTART provides a link to take corrective action.

6.3.7 INSURANCE CERTIFICATES

The Vendor 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 SSTC 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. In the event of an issue with a Vendor’s {Bidder’s} Insurance Certification Compliance status, contact the Division Procurement Specialist.

Winning Bidder must register with NJSTART as a vendor for the State of NJ.

www.njstart.gov

Long Term Care Facilities Surveys Proposal

Submitted by:

CertiSurv, LLC

Submitted to:

New Jersey Department of Health

Date submitted:

March 19, 2021

Long Term Care Facilities Surveys Proposal

Introduction

CertiSurv, LLC is providing this proposal to demonstrate its qualifications and abilities to provide the Long-Term Care Survey services requested by the New Jersey Department of Health in the RFP published on March 17, 2021. The information below follows the order of topics as listed in the RFP. This proposal will provide answers, agreements and acknowledges of all the items requested in the RFP.

Scope of Work

CertiSurv will be available and able to perform the requested services from the date of contract award through the end of the contract, currently expected to be December 31, 2021.

CertiSurv shall provide qualified staff to conduct the following surveys, using the methods described in the RFP:

- COVID-19 Focused Infection Control Surveys
- On-site Complaint Investigation Surveys
- Combined On-site Complaint Investigation and Focused Infection Control Surveys
- Biennial State Licensing Surveys at assisted living and comprehensive personal care homes

For all the survey types listed above, and any additional survey types subsequently added to the Contract, CertiSurv will meet the expectations described below.

CertiSurv will provide any necessary Personal Protective Equipment (PPE) to surveyors.

All survey findings will be entered into the ASPEN shell and submitted to New Jersey no later than five (5) business days from the date of survey completion.

The CMS Infection Control Tool and CMS-2567 will be submitted to DOH no later than five (5) business days from the date of survey completion.

CertiSurv will participate in meetings or conference calls, as requested by NJ, to assist in the review of survey findings and/or facility Plans of Correction.

CertiSurv will notify NJ as soon as possible of any suspected Immediate Jeopardy (IJ) situations and follow procedures set forth in the State Operations Manual (SOM).

CertiSurv will provide requested documentation and/or testimony regarding enforcement actions as needed to support federal or State counsel in any resulting litigation.

At the completion of each survey, CertiSurv will release to DOH all information, working papers, and reports required by federal and State law used in determining whether participating facilities met federal requirements.

CertiSurv will adhere to all federal and State requirements, including but not limited to forms, methods, policies, and procedures, which are applicable to CMS survey and certification work, as well as federal and state laws and regulations.

Experience

Company Overview and History

CertiSurv provides certification and survey services to Health Facility Survey Agencies across the United States for both Long-Term and Non-Long-Term facilities and programs. This includes recertification, complaint, infection control, revisit, and other types of surveys. Additionally, CertiSurv provides IDR review services for providers in certain states. CertiSurv also develops occupational certification technology systems for governmental agencies, corporations, and individuals.

CertiSurv began operations in August 2019. The current CEO, Robert Feurer, and several key staff members had previously worked at a similar firm known as Providigm. Although CertiSurv has been in business as a distinct entity for only two years, the company is in many ways a continuation of Providigm.

From 2007 – 2012, Providigm was contracted by CMS to train state agencies across the US in the Quality Indicator Survey (QIS) process. Over the course of those five years, Providigm trained over half of the states in the QIS process. After the CMS contract was ended, Providigm began providing survey services to state agencies, under the direction of Robert Feurer who was the Chief Financial Officer at Providigm.

In January 2019, Providigm was acquired by HealthStream, Inc. Because HealthStream did not desire to continue working with state agencies, Mr. Feurer and other Providigm staff left HealthStream to create CertiSurv as a continuation of the work Providigm had been doing in the regulatory space since 2007. CertiSurv was able to immediately secure a contract to perform surveys in South Carolina and has continue to add client states since then.

In June 2020, CertiSurv began performing surveys for the New Jersey Department of Health. These included Infection Control and Complaint surveys for both nursing homes and assisted living facilities, as well as reviews of four psychiatric hospitals' infection control procedures. In total 349 surveys were performed for the NJDOH in 2020.

Qualifications and experience

CertiSurv's surveyor staff assigned to this project are all SMQT qualified and have all worked for a state agency prior to working with CertiSurv. Several CertiSurv surveyors have over 15 years of experiences. CertiSurv also maintains an internal training and review system to ensure that surveyors are familiar with current regulations and surveyor processes. This system also identifies surveyors that are performing below CertiSurv's high standards and allows corrections to be made to any issues with their survey methods. CertiSurv also performs internal Quality Assurance reviews of each survey that is completed. This ensures that once the survey results are returned to the state, the survey moves through the state agency process with minimal need for revision or correction. This saves time and resources that the state agency can utilize on other tasks.

The CertiSurv senior staff have a long history of working with CMS, state agencies and healthcare providers. They are all mission driven to improve the quality of care in all facilities, while maintaining a courteous and professional working relationship with the staff of the facilities being surveyed.

Recent projects of similar size and scope to this proposal include working with the state of South Carolina since October of 2019 performing recertification, infection control, complaint, and initial surveys of long-term care facilities. Over 200 surveys have been completed in South Carolina as of this writing. Additionally, CertiSurv conducted recertification, infection control and complaint surveys in long term care facilities, critical access hospitals and end stage renal disease clinics for the state of Nebraska in 2020 and is currently awaiting funding approval to resume work there. CertiSurv also performs surveys for various non-long term care facilities in Kansas. CertiSurv staff, when working at Providigm, also have provided survey services to West Virginia, California, New Mexico, Mississippi, and North Dakota as well as provider consulting services in all fifty states.

As mentioned in the Overview section above, CertiSurv has performed nearly 350 surveys for NJDOH in 2020. During this time, the management team and surveyors have worked closely with the survey managers at NJDOH. Because of this, CertiSurv is already familiar with the systems, methods, and survey documentation preferences of the NJDOH survey team. This will allow CertiSurv to immediately begin work.

CertiSurv is also capable to meet the demands of the workload requested in the RFP, as well as any additional work that arises that would be covered by this contract. CertiSurv maintains a national pool of surveyors that can easily be shifted to a high demand area. This ensures that any unexpected deadlines or issues that the NJDOH survey team encounters can be met quickly by the CertiSurv team.

The staff currently expected to be allocated to this project, and their positions, are listed in the table below. Resumes for these staff members are included as Attachment 9. CertiSurv continuously adds new surveyors therefore some surveyors not currently listed may be assigned to this contract in the future.

Staff List

Name	Project Title
Jessica Lima	Project Manager
Patrick Campbell	Surveyor Trainer
Mary Maas	Surveyor
Melissa Slaughter	Surveyor
Aletha Bigham	Surveyor
Monica Weatherly	Surveyor
Adewale Balogun	Surveyor
Kathy Drake	Surveyor
Charlene Clay	Surveyor
Catherine Mathews	Surveyor
Edward Roth	Surveyor
Ester Levyash	Surveyor
Esther Moore	Surveyor
Gay Henderson	Surveyor
LaTisha Willoughby	Surveyor
Jacqueline Hunter	Surveyor
Linda Juma	Surveyor
Miranda Nixon	Surveyor
Seena Redan	Surveyor
Susan Gosney	Surveyor
Tracye Howse	Surveyor
Russell Carroll	Surveyor
Michelle Siegrist	QA Reviewer
Cheryl Romanow	QA Reviewer

Additional information about CertiSurv’s state agency services can be found by visiting the CertiSurv website at <https://certisurv.com/state-agencies>.

References

Although not requested in the RFP, the following references are being provided for additional validation of CertiSurv’s qualifications and abilities to perform the survey services in this proposal.

New Jersey Department of Health, Health Facility Survey & Field Operations



South Carolina DHEC, Healthcare Quality



Nebraska Department of Health and Human Services



Pricing

CertiSurv will charge the following prices for each survey type completed. CertiSurv will provide an invoice to New Jersey each month for the surveys performed the prior month. All prices listed below are Firm Fixed and all-inclusive of direct costs 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.

Survey Types and Prices

COVID-19 Focused Infection Control Survey	\$3,750
Complaint Investigation Survey	\$5,150
Complaint Investigation w/ FIC Survey	\$5,950
Assisted Living Licensing Survey	\$8,950

Required Forms

All required forms requested in the RFP have been included as Attachments. The list of attachments is provided below. CertiSurv is currently registered as a vendor with NJSTART.

Attachment 1 – MacBride Principles Certification

Attachment 2 – Ownership Disclosure Form

Attachment 3 – Disclosure of Investment Activities in Iran

Attachment 4 – Business Registration

Attachment 5 – Disclosure of Investigations and Other Actions Involving Bidder Form

Attachment 6 – Source Disclosure

Attachment 7 – Affirmative Action

Attachment 8 – Insurance Certificate

Attachment 9 – Staff Resumes

Signature

This proposal is authorized, agreed to, and signed by Robert Feurer as listed below.



Robert Feurer, CEO
CertiSurv, LLC

3/19/2021

Date

Jessica Lima, RN

 jlima@certisurv.com



 [linkedin.com/in/limajessica](https://www.linkedin.com/in/limajessica)

Summary

Jessica is a Registered Nurse and has been a long-term care surveyor since 2007. With a background in law, and a mission to improve patient care especially for the elderly, a passion was found. After valuable direct patient care experience, she began her career in health care regulation. She worked in state agency settings in California and North Carolina, as a Traditional and QIS Surveyor, investigating some of the most challenging and high profile cases. She served as a team leader, new surveyor preceptor and a member of the state's informal dispute resolution panel. She was also chosen by CMS to be a writer for the Surveyor Minimum Qualification Test. Jessica is proud to be a part of the CertiSurv team, to continue her efforts to improve the lives of the most vulnerable.

Experience

Director of Survey Operations

CertiSurv, LLC

Jun 2020 - Present (9 months +)

- Supervise and direct the staff responsible for surveying health care facilities and enforcing licensing and certification standards in accordance with State, Federal, and local laws and regulations.
- Supervise and direct the training coordinators, QA Analysts and IDR panel.
- Evaluate surveyor performance by determining effectiveness in enforcing applicable medical care standards and regulations.
- Counsel surveyors for the purposes of improving performance and productivity.
- Resolve concerns arising from surveys disputed by facility management.
- Preside at staff and training meetings.
- Representative when interfacing with officials of governmental health agencies.

Senior Health Facilities Surveyor/QA Analyst

CertiSurv, LLC

Jan 2020 - Jun 2020 (6 months)

- Provide direction and support to surveyors responsible for surveying and investigating health care facilities and enforcing licensing and certification standards in accordance with State, Federal, and local laws and regulations concerning total patient care.
- Conducted surveys and inspections.
- QA Analyst responsible for the review of survey reports for the quality of the investigation, thoroughness of the report, and deficiencies appropriately cited.

Health Facilities Surveyor/QA Analyst

CertiSurv, LLC

Oct 2019 - Jan 2020 (4 months)

- Surveyed and investigated skilled nursing facilities in multiple states to enforce Federal, State and local licensing and certification requirements relating to medical care.

- QA Analyst responsible for the review of survey reports for the quality of the investigation, thoroughness of the report, and deficiencies appropriately cited.

Health Facilities Surveyor/Operations Manager

Healthstream/Providigm

Jun 2011 - Jan 2020 (8 years 8 months)

- Traveled nationwide to train nursing homes on the use and implementation of a Quality Assurance/Performance Improvement web-based application.
- Educated providers on the nursing home inspection process.
- Developed an online on-demand training program.
- Scripted, produced, recorded, and edited all online training videos on demand for our clients.
- Performed mock surveys.
- Surveyed and investigated skilled nursing facilities in multiple states to enforce Federal, State and local licensing and certification requirements relating to medical care.

Facility Survey Consultant/SMQT Writer and Contributor

NC Department of Health and Human Services

Aug 2008 - Jun 2011 (2 years 11 months)

- Traditional and QIS Surveyor.
- Preceptor for new surveyors.
- Chosen by CMS to be a SMQT writer/contributor.
- Member of the IDR panel.
- Surveyed and investigated skilled nursing facilities to enforce Federal, State and local licensing and certification requirements relating to medical care.
- Served as a Team Leader and investigator for the most high profile cases.

Health Facilities Evaluator Nurse

California Department of Public Health

Jul 2007 - Aug 2008 (1 year 2 months)

- Surveyed, investigated, and inspected skilled nursing facilities to enforce Federal, State and local licensing and certification requirements relating to medical care.
- Served as a Team Leader.

Case Manager/Travel Nurse

American Mobile Healthcare

Aug 2005 - Jul 2007 (2 years)

- Coordinated and managed the care of 12+ patients at any given time.
- Developed, evaluated, and adjusted the patient's Plan of Care, as indicated.
- Provided patient/family education and support regarding end of life care.
- Collaborated with physicians and staff regarding patients' changing condition during IDT meetings.

Nurse Educator/Case Manager

Heart to Heart Hospice

Jul 2003 - Aug 2005 (2 years 2 months)

- Preceptor/Evaluator for all nursing staff.

- Developed an orientation program for a startup organization.
- Provided orientation and in-field training for newly hired nursing staff.
- Developed, coordinated and presented trainings in SNFs and for the provider community.
- Actively participated in coordination of all aspects of patient's care, as needed.

Licenses & Certifications



Registered Nurse - California Board of Registered Nursing

Skills

Nursing • Healthcare • Direct Patient Care • Customer Service • Public Speaking • Cardiopulmonary Resuscitation (CPR) • Home Care • Inpatient • Leadership • Management

Patrick Campbell, RN BSN



Objective

To secure a position in Long-term Care to provide survey readiness, regulatory compliance, and a robust quality assurance/performance improvement program to ensure quality care is provided to the residents we serve. To be part of an interdisciplinary team to ensure care is exceptional in quality and fiscally responsible.

Qualifications

Over 7 years of experience managing national accounts. Maintaining relationships with corporate staff to provide guidance and data on managing quality assurance across multiple regions and States nationwide. Work along side sales/marketing and development teams to attract and retain customer base.

Extensive experience in public speaking to small groups up to hundreds of participants. This includes training software, education on regulatory issues.

Daily use of webinar software to provide trainings to individuals and multiple groups.

Ten years of experience training, implementing, and providing support for hundreds of long-term care centers utilizing abaqis software.

Certified as 1 of 10 QIS Master Trainers by CMS.

Certified QIS trainer for North Carolina. Coordinated and participated in training and evaluating surveyors using the QIS process.

State of North Carolina surveyor of Long-term Care facilities for 6 years. Enforcing Centers for Medicaid/Medicare (CMS) Federal regulations for annual recertification and complaint surveys. Training in State regulations for assisted living and rest home beds.

Passed the federal qualification test (SMQT) to work independently as a surveyor showing in depth knowledge of federal regulations.

Licensed as a Registered Nurse from since 1993 with experience as an ADON and DON in LTC.

Education

CDC certified Infection Preventionist 2020

New LCTSP training for the new annual survey- 2017

Completed Bachelor's Degree in Nursing from University of North Carolina-Wilmington- 2014

Completed level 1 and level 2 training by The Council on Licensure, Enforcement and Regulation (CLEAR) on advanced investigative analysis, interviewing and report development.

Completed Long Term Care CMS Basic Training for Surveyors- 2003

Completed the Associates Degree in Nursing from Robeson Community College- 1993.

Relevant Experience

July 2020- Present- Training Coordinator Certisurv- Provide training for new surveyors and oversight and training updates for experienced surveyors. Conduct Informal Dispute Resolution (IDR) hearings and render opinions, assist with quality assurance reviews of investigations and cited deficiencies. Complete regulatory surveys in skilled nursing and assisted living facilities.

March 2015-July 2020- Senior Abaqis Operations Manager, HealthStream (formerly Providigm)-Work with large nursing home chains (100 plus homes) to train, implement and effectively use Abaqis software to increase quality of care and meet CMS requirements for QAPI. Responsibilities include onsite and web-based training and continual support related to best practice for optimal outcomes. Also work with the support team to develop special reports per customer request and communicate with the Director of Software to make improvements to software when requested by the customer. Assist customers with regulatory compliance before and after State surveys.

July 2013-March 2015- Director of Client Experience, Providigm (formerly Nursing Home Quality)-Manage a staff of 5 Client Support Specialist providing phone and electronic support for customers using Abaqis (QA software). Work with Directors of Software Development, IT, Marketing and Human Resources on maintaining equipment, budgeting for training and phone coverage and marketing strategies. Provide analysis of use of product and retraining options to existing customers from single facilities to corporations of more than 100 long term care homes.

January 2010-July 2013- Master QIS trainer. Nursing Home Quality- Provide training and compliance testing to Federal Surveyors and States as they implement the Quality Improvement Survey process as directed by the Centers for Medicare and Medicaid Services (CMS). Assisted in feasibility testing, development, and training of Inspectors in Ontario Canada. Set up and train nursing homes and their staff on the use of Abaqis; a consumer version of the QIS process facilities use to supplement their QA program.

January 2010-Present- Long-term Care Surveyor- enforcing Federal regulations and citing deficiencies during annual recertification surveys for States under contract with Providigm. Current on all CMS training on the new Long-term Care Survey Process.

September 2009- December 2009- Director of Nursing for Silver Stream Health and Rehabilitation. A 110 bed sub-acute rehab and long-term care facility. Supervise the nursing management team and the care for all residents. Serve on multiple committees including QA&A and Action Teams. Ensure supply and staffing budgets are adhered to.

June 2003 to September 2009- Long-term care surveyor for the State of North Carolina enforcing Federal regulations, citing deficiencies, and reviewing plans of correction. Work independently as a sole investigator and team lead groups of investigators. Travel to facilities over the eastern and central areas of North Carolina. Chart audits from admission through discharge to ensure proper care was provided medically, socially, and financially. Observe care by facility staff. Review and approve or assist the facility in providing an acceptable plan of correction for cited deficiencies. Conduct follow up surveys to determine compliance following deficiency citations. Serve as a panel member for Informal Dispute Resolution. Have testified multiple times in court cases appealed to the Administrative Law Judge. Type reports and submit reports following strict time frames. QIS trainer-part of a 4-person team in the State on North Carolina certified to teach the new survey process to the surveyors in North Carolina.

November 2006 to September 2009- Emergency room staff nurse at a Level 2 trauma center- New Hanover Regional Medical Center- Wilmington, NC. Provide emergency assessments and care to patients of all ages. Use of BLS and ACLS skills, phlebotomy, medication administration and documentation.

November 2002 to June 2003- Assistant Director of Nurses- Liberty Commons of Columbus County- Whiteville, NC. Supervision of 65 staff including nurses and nursing assistants. Staff scheduling and evaluations. In charge of Pressure Sore Team, on QA committee. Review charts for appropriate and complete nursing, physician, and pharmacy documentation.

October 2001 to November 2006- Emergency room staff nurse- Columbus Regional Medical Center- Whiteville, NC. Provide primary emergency care in a community emergency room. Provide BLS and ACLS care, assess, treat, and document all interventions.

March 1995 to November 2003- Nursing Supervisor- North Carolina Department of Corrections- Brunswick, NC. Supervise a staff of 10 providing care to 700 medium security inmates. Staff evaluations, department budgets for staff and supplies. Hold a daily sick call clinic and twice weekly physician clinics. Provide primary emergency care as needed. Monitor and provide routine care following standard orders for inmates with chronic disease. Phlebotomy and medication administration. Serve on the audit team to perform audits on other prison facilities including chart review for nursing and physician assessments.

July 1993 to March 1995- Staff nurse- Southeastern Regional Medical Center- Lumberton, NC. Provide assessments, medication, and other care to patients on the telemetry-cardiac step-down unit. Serve as shift charge nurse.

Other Experience

In support of abaqis customers, provide assistance with identifying concerns and investigating root cause and corrective action for identified deficiencies.

Served as a new employee preceptor for 3 years with DHSR.

Basic life support instructor through the American Heart Association from 1993-2016.

Mary A. Maas

Work Experience

CertiSurv, LLC.
12/2019 – Current
Health Facilities Surveyor
Survey Services, Columbia, TN 38401

North Carolina Department of Health and Human Services
Division of Health Service Regulation, Raleigh, NC 27699 United States

01/2006 – Retirement 02/01/2019
Hours per week: 40
RAI Clinical Coordinator

Duties, Accomplishments and Related Skills:

- Maintained the Minimum Data Set (MDS) Databases and ASPEN Central Office Database.
- Designed and implemented training presentations for providers and surveyors in the MDS assessment process and answered questions from providers on the clinical interpretation of the assessment instruments and program requirements.
- Analyzed data and monitored reports to identify potential error rates.
- Made compliance determinations, applying laws, regulations, standards and procedures that have been established by the Federal government,
- Member or Chairperson for the CMS/AHFSA RAI Panel, responded to questions from other state RAI Coordinators across the nation.
- Conducted surveys in nursing homes to determine compliance with federal and state requirements using the new Long Term Care Survey Process
- Member of the Quality Improvement Committee for the Long Term Care Section, reviewing findings from staff to validate deficient practice and ensure citations are written according to Principles of Documentation
- Interpreted regulations, answered questions and responded to survey issues and complaints concerning the care and services received by residents
- Participated in the determination of immediate jeopardy with surveyors in the field and in the office.

NC Division of Health Service Regulation, Raleigh, NC 27699 United States
04/2004 - 01/2006 as **Team Leader / Facility Survey Consultant II**
01/2000 – 01/2004 as **Nursing Home Facility Survey Consultant I**

Rex Home Service, Raleigh, NC 27607 United States
10/1997 - 06/1998

Anoka Metro-Regional Treatment Center, Anoka, MN 55303 United States
04/1989 - 07/1997

Hennepin Technical College, Eden Prairie, MN 55347 United States
09/1983 - 02/1993

Crystal Lake Health Care Center, Robbinsdale, MN 55422 United States
09/1979 - 06/1985

Lutheran Home for the Aged, Belle Plaine, MN 56011 United States
06/1975 - 05/1977

Education:

University of Minnesota School of Nursing Minneapolis, MN
Master's Degree 10/1994 **Major:** Nursing **Minor:** Educational Psychology

College of St Francis Joliet, IL
Bachelor's Degree 08/1992 **Major:** Health Arts

College of St Catherine - St Mary's Campus Saint Paul, MN
Associate's Degree 05/1975 **Major:** Nursing

Job Related Training:

Surveyor Minimum Qualification Test completed June 2000
National Certified Investigator Training - Specialized Program Sept. 2003
NC Certified Public Manager completed Oct. 2010
Quality Indicator Surveyor completed Dec. 2011
AANAC RAC-CT 3.0
NC LeadershipDHHS class of 2013-2014 completed May 2014
New Long Term Care Survey Process completed Nov. 2017

Affiliations and Additional Information:

Sigma Theta Tau - Nursing Honor Society - Zeta Chapter
RAI Panel - member since 2007
DHSR Employee of the Year 2012
Workgroup Member and contributor- new CMS Preceptor Manual

MELISSA K. SLAUGHTER



OBJECTIVE

Registered Nurse dedicated to “improving the quality of life by protecting the vulnerable, fostering independence, and promoting better health” for those residing in skilled nursing facilities. Proficient in working under stressful situations and offering services to aging patients. Strong delegation, teaching and leadership skills with excellent verbal and written communication.

PROFILE

- 9 years experience in nursing home, home health care, hospital, and clinic settings
- Self-motivated to deliver quality health care using proven therapies to treat patients
- Familiar with various assessment techniques, evaluation of symptoms for chronic diseases, and implementation of correct treatment plan
- Methodical in continuing education and dedicated to patient safety
- Well-organized and open-minded in developing efficient patient-centered care

EDUCATION

University of Arkansas at Little Rock, Little Rock, AR
Bachelor of Science in Nursing
May 2016

University of Arkansas at Little Rock, Little Rock, AR
Associate of Applied Science in Nursing
May 2014

Tulsa Community College, Tulsa, OK
Associate in Arts in Psychology
May 2013

National Council Licensure Examination for Registered Nurses, May 2014
National Council Licensure Examination for Licensed Practical Nurses, January 2012

Tri County Technology Center, Bartlesville, OK
Practical Nursing Diploma
December 2011

RELATED EXPERIENCE

CertiSurv, LLC. Columbia, TN
Health Facilities Surveyor
January 2021 - Current

Arkansas Department of Human Services – Office of Long-Term Care, Little Rock, AR
Registered Nurse – Nurse Manager/Training Coordinator/RAI Coordinator

November 2020 – Current

- Creates, implements, and ensures completion of training plan prior to the trainee sitting for the national certification of the Surveyor Minimum Qualifications Test
- Trains Office of Long-Term Care staff, nursing home staff and the public on MDS 3.0, federal regulations, the Long Term Care Survey Process (LTCSP), and other related matters.
- Conduct hiring process for survey personnel; Complete evaluations for staff supervised according to DHS policy; confronts non-performance issues and applies disciplinary policy as necessary; act as liason between OLTC and other program areas and agencies, and conduct special projects as assigned

Arkansas Department of Human Services – Office of Long-Term Care, Little Rock, AR
Registered Nurse – Nurse Coordinator

February 2020 – November 2020

- Creates, implements, and ensures completion of training plan prior to the trainee sitting for the national certification of the Surveyor Minimum Qualifications Test
- Prepares and presents verbal and written information and reports
- Maintains nursing staff accountabilities by coaching, counseling and disciplining employees; planning, monitoring and appraising job results

Arkansas Department of Human Services – Office of Long-Term Care, Little Rock, AR
Registered Nurse – Nurse Supervisor

November 2019 – February 2020

- Prepared and presented verbal and written information and reports
- Provided regular performance feedback
- Assisted staff in following guidelines outlined by CMS
- Maintained nursing staff accountabilities by coaching, counseling and disciplining employees; planning, monitoring and appraising job results

Arkansas Department of Human Services – Office of Long-Term Care, Little Rock, AR
Registered Nurse – Surveyor

May 2016 – November 2019

- Assist registered nurses and health facility surveyors by teaching and implementing the new computerized Long-Term Care Survey Process
- Team Coordinator responsible for supervising approximately 3-5 nursing staff during on-site survey and certification reviews of long term care facilities
- Gather information through observations, record reviews, and interviews to evaluate facility compliance with Federal/State regulations
- Complete Information Analysis and Deficiency Statements

Elite Home Health, Eureka Springs, AR

Registered Nurse – Field Supervisor

February 2016 – May 2016

- Completed admission assessments and discharges, as well as provided education to patients and their families regarding disease process
- Coordinated care with Certified Nursing Assistants, Occupational Therapists, Physical Therapists, and Physicians
- Supervised and provided hands-on teaching to Certified Nursing Assistants and Licensed Practical Nurses

Mercy Gastroenterology Clinic, Rogers, AR

Registered Nurse

August 2014 – February 2016

- Provided professional nursing care to clinic patients under the supervision of a physician and clinic manager
- Assessed patients' general condition and ensured needs were met
- Assisted physician with examinations, diagnostic procedures, and treatments

Callaway Nursing Home, Sulphur, OK

Licensed Practical Nurse – Charge Nurse

February 2012 – May 2013

- Supervised and delegated tasks to a team of 7 nursing professionals by complying with the facilities policies for residents in a long term care setting
- Recorded detailed report of care given to approximately 40 residents per shift
- Delivered direct care according to therapeutic plan, including wound care and behavior modifications
- Assisted with educating staff with in-services regarding standards of practice in a nursing home setting

Interim Healthcare, Bartlesville, OK

Certified Nurse Assistant – Home Health

May 2008 – February 2012

- Reviewed and followed care plan
- Assisted with self-administered medication
- Documented client's condition

Jane Phillips Medical Center, Bartlesville, OK

Certified Nurse Assistant – Med/Surg

March 2008 – November 2008

- Assisted with Activities of Daily Living
- Applied telemetry when needed
- Collected laboratory specimens and prepared them for testing

HONORS AND AWARDS

- Dean's Honor Roll 2015 University of Arkansas at Little Rock
- President's Honor Roll 2008-2012 Tulsa Community College
- Honor Roll 2011 Tri County Technology Center

ALETHA BIGHAM, RN, BSN, BSMT, CHFS III

Career Profile

Works independently and with a team to perform mandatory CMS certification, licensure, and complaint surveys. Shares responsibility for team lead. Functions as a preceptor to surveyors in training.

Education/Licenses/Certifications

Bachelor of Science, Nursing, University of Oklahoma, Oklahoma City, OK
Registered Nurse, State of Oklahoma, 2005-Present

Bachelor of Science, Medical Technology, Freed-Hardeman College, Henderson, TN
Certified, Medical Technologist, ASCP, 1986-Present

Professional Experience

CERTISURV, LLC. January 2020 – Current
Health Facilities Surveyor

OKLAHOMA STATE DEPARTMENT OF HEALTH October 2016 – December 2019
Clinical Health Facility Surveyor III

OKLAHOMA FOUNDATION FOR DIGESTIVE RESEARCH, Oklahoma City, OK 2008 – 2016
Nurse Clinical Research Coordinator

ST. ANTHONY HOSPITAL, Oklahoma City, OK 2005 – 2008
Registered Nurse-Critical Care Unit

MEDICAL ARTS LABORATORY/DYNACARE LABORATORIES, OKC, OK 2001 – 2002
Medical Technologist – Microbiology Specialty

VARIOUS COMPANIES, Oklahoma City, OK/Dayton, OH/Memphis, TN 1986 – 1991
Medical Technologist- Generalist

Community Service

Sexual Assault Nurse Examiner, 2008-2014

Awards & Distinctions

OUCN RN to BSN Class of 2012 - Outstanding Graduating Student, Outstanding Professional Service Award, Outstanding Clinical Nursing Practice Award, Academic Achievement Award & Outstanding Student Leadership Award

Nurse of the Day, State of Oklahoma, State Capital - April 26, 2011, February 10, 2009 & March 30, 2006

Publications

Bigham A. (Feb. 2010). ONA legislative priorities for 2010: Background and Sound Bites. Nurses ... The Solution! Nurses Day at the Capital. (Booklet). p.6.

Bigham A. (Sep. 2011). Could You Recognize a Modern Slave? The Oklahoma Nurse p.9.

Shakir FA, Ali T, Bigham A, et al. Determination of Serum Antibodies to C. difficile Toxin B in Patients with Inflammatory Bowel Disease. Gastroenterology and Hepatology. 2012 May; 8 (5):313-317.

Monica Weatherly, MS RDN LDN

Compliance Inspector- Registered Dietitian Nutritionist

EXPERIENCE

CertiSurv, Columbia, TN

LTC Surveyor- Dietitian

11/2019- Present

- Completed contracted surveys across the country for recertification surveys/complaints for long term care facilities.
- Completed infection control surveys for long term care facilities and assisted living facilities.

Colorado Department of Public Health and Environment, Denver, CO-

Compliance Inspector- Dietitian

2/19/19- Present

- Traveled to long term care facilities throughout the state of Colorado. Completed annual/complaint surveys within the facilities ensuring federal and state compliance.
- IDR (Informal Dispute Resolution) committee member 6/2019-8/2020.
- Designated TC (Team Coordinator) for most surveys – 8/2020.
- 10/1/19-8/2020: TC Trainer. Trained surveyors on how to be an efficient/effective TC.
- 2/2020-8/2020: (FRI) facility reported incident trainer. Trained surveyors on how to complete a thorough investigation.
- 8/2020-11/2020: Assisted living regulation for survey and complaint investigations.
- 8/2020: Started supervisor certificate training with CDPHE. Education on complaint intake process.

Providigm, Englewood, CO-

abaqis Trainer/ Surveyor for long term care facilities

1/2017- 2/2019

- Completed contracted surveys across the country for recertification surveys/complaints for long term care facilities.
- Traveled across the country training providers on abaqis (survey readiness, QAPI plans, facility assessment, etc.)
- Providigm was acquired by Healthstream 2019.

Colorado Department of Public Health and Environment, Grand Junction, CO-

Compliance Inspector-Dietitian

12/2013- 12/2016

- SMQT completion
- Traveled to long term care facilities throughout the state of Colorado. Completed annual/complaint surveys within the facilities ensuring federal and state compliance.

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- Presented training to CHCA on F371- kitchen sanitation.
 - Presented training to Colorado surveyors on F325- Nutrition
 - Designated TC every 4th survey with exception.

PACE, Montrose, CO- *Clinical Dietitian*

04/2013- 11/2013

- Completed assessments for all PACE clients.
- Taught one-on-one and group education sessions/ trainings.
- Home and nursing home visits helping to ensure adequate nutritional status.
- Supervised one employee (Diet Tech).

Life Care Center, Littleton, CO - *Clinical Dietitian*

07/2012- 04/2013

- Assessed new admissions, annuals and quarterlies
- Monthly dining review and sanitation inspections.
- Attended and participated in meetings for care conferences and residents at risk.
- Supervised one employee (Dietitian Assistant).

Kindred Transitional Care, Cheyenne, WY- *Clinical Dietitian*

01/2011- 10/2012

- Computerized charting with point click care.
- Assessed new admissions, annuals and quarterlies.
- Monthly dining review and sanitation inspections.
- Attended and participated in meetings for care conferences and weight loss/skin.
- Served as Director of Nutritional Services for 4 weeks. This position involved ordering, staffing and management of nutritional services

Memorial Hospital, Chattanooga, TN- *Clinical Dietitian*

09/2007- 12/2010

- Computerized charting with Meditech.
- Completed meal rounds, chart audits and test tray evaluations.
- Provided in-services to nursing staff and nutritional services staff.
- Floors covered: SICU, Ortho, GI surgical and all floors as needed.

Dynamic Dietetics Inc, Chattanooga, TN- *Consultant Dietitian*

09/2009- 12/2010

- Completed assessments and charting for two dialysis clinics.
- Home health visits as needed.
- Completed assessments for a home infusion pharmacy company.
- Elementary school speaking engagements.
- Senior care center speaking engagements.

Moyer Nutrition Services LLC, Chattanooga, TN- *Consultant Dietitian*

06/2010- 12/2010

- Part time nursing home coverage as needed.
- Assessed and charted as needed.

RD Network, Inc, Chattanooga, TN- *Consultant Dietitian*

09/2007- 04/2010

-
- Weekend hospital coverage as needed.
 - Completed assessments and referrals.

Crandall Corporate Dietitians, Chattanooga, TN- *Consultant Dietitian*

07/2007- 09/2007

- Traveled to various long term care facilities throughout the Chattanooga, TN area.
- Supervised CDMs with clinical assessments and dietary compliance.
- Kitchen sanitation inspections and departmental in-services.

Comprehensive Nutritional Services, Knoxville, TN- *Consultant Dietitian*

06/2004- 06/2007

- Traveled to various long-term care facilities, assisted living facilities and hospitals throughout East Tennessee.
- Assessed and charted on patients as needed.
- Monthly kitchen sanitation inspections and test tray evaluations.

EDUCATION

Rosalind Franklin University of Medicine and Science, Chicago, IL- *MS- Clinical Nutrition*

09/2012- 06/2014

Completion of the Master of Science program- online track for clinical nutrition.

Murray State University, Murray, KY- *Internship*

08/2001- 05/2002

Completion of the dietetic internship.

Missouri State University, Springfield, MO- *BS- Dietetics*

01/1996- 05/2001

Completion of the Bachelor of Science program in dietetics with minors in biomedical science and chemistry.

ARTICLES/PROFESSIONAL LICENSURE and MEMBERSHIPS

- Registered with the Commission on Dietetic Registration-present
- Membership chair on the board of directors for the Colorado Academy of Nutrition and Dietetics 2016-2017
- Membership with the Academy of Nutrition and Dietetics 2016-2017
- CNSC certification- 2016
- Received Department of Nutrition award for outstanding clinical research paper June 2015.
- Completed Eden Alternative Training with certificate- 7/1/2015
- Reviewer for nutrition textbook "Nutrition for the Older Adult, 2nd edition." (2014)
- SMQT completion- 7/30/2014
- CDDA CPI chair elect- 2009- 2010; CDDA CPI chair- 2010-2011
- Chattanooga Times Free Press "Ask a Dietitian" for 10/14/2009, 11/04/2009 and 11/18/2009.
- Montana licensure July 2020- present

BALOGUN ADEWALE ABDULLATEEF

PROFILE SUMMARY

I am a self-motivated, disciplined and selfless individual with diverse intellect and very sound professionally driven enthusiasm. I can optimally integrate within and provide operational support to varying teams voluntarily and at a short notice to ensure the highest standard of efficient and effective service delivery. As a surveyor, I have a proven track record of professionalism and efficiency to foster customer satisfaction. I am also a good team player with high numerical, good analytical and interpersonal skills. In addition, I am a resourceful person with the drive to achieve set standards and most importantly with the right attitude towards work. I offer problem resolution insight resulting in swift, effective and efficient service delivery. I can demonstrate accuracy and keeping in confidence all matters of the company and clients alike.

CORE COMPETENCE

•Purpose Driven •Result-oriented •Innovative •Team Player •Strategist •Forward thinking.

PROFESSIONAL EXPERIENCE

CertiSurv, LLC. Health Facilities Compliance Inspector
(Generalist) Nov. 2020- Till Date

Colorado Department of Health Facilities Compliance Inspector
Public Health and Environment (Generalist) Aug. 2015 – Nov. 2020

- ❖ Work independently or as a member of an interdisciplinary team to assess the care, treatment and quality of life provided by regulated health care facilities and programs through observations, interviews, and record review.
- ❖ On an unannounced basis, independently or as a member of an interdisciplinary team conduct inspections to ensure that the facility is operating in accordance with regulatory guidelines.
- ❖ Determines whether the entity is operating in compliance with Applicable statutes/regulations.
- ❖ Collects and documents evidence and survey results based upon observations, interviews and record review.
- ❖ Analyzes the evidence and survey results in order to determine whether and how the health care facility is out of compliance with applicable statutes and regulations.
- ❖ Uses judgment and experience in choosing specific regulations to be cited.
- ❖ Writes clear, concise, and legally defensible statements of deficiencies based on analysis of the documented findings and extensive knowledge of these laws, regulations and guidelines as set forth in the Centers for Medicare and Medicaid Services (CMS) and State regulations, Principles of Documentation, and program-specific protocols, policies and procedures, as applicable.
- ❖ Investigates complex complaint allegations, analyzes the data gathered during the investigation, determines whether the allegations of regulatory noncompliance are substantiated and, if substantiated, and determines the appropriate regulatory citations to be issued.
- ❖ Based upon analysis of data gathered, identifies non-compliance that constitutes immediate jeopardy to the health and safety of residents/patients and consults with program manager or supervisor for further instruction.
- ❖ Reviews and determines whether a plan of correction (POC) submitted by a non-compliant facility meets regulatory requirements.
- ❖ Acts as resource, educator, and interpreter of regulations for service providers and consumers, based upon established guidelines, policies and procedures
- ❖ Able to provide operational support to the Directors and the Administrators in the day-to-day running of the home in accordance with current Federal, State, and Local standards, guidelines, and regulations that govern the operation of nursing facility, and will be in cooperation with

BALOGUN ADEWALE ABDULLATEEF

the Corporate Compliance Specialist and Director of Operations to maintain the highest degree of quality care at all times.

- ❖ Ability to encourage and educate all personnel assigned to ensure compliance with the company's written policies and procedures.
- ❖ Able to meet with my assigned facilities leadership teams, as well as support personnel, in planning the services, programs and activities for quality outcomes.
- ❖ Able to serve as a resource to facilities for assistance with surveys, compliance, Infection Control and QUAPI activities.
- ❖ Ability to mentor others to function at their full potential.
- ❖ Willingness to serve in a regulatory capacity.
- ❖ Ability to anticipate customer needs and take action to meet those needs; identify both internal and external customers, including stakeholders; continually search for ways to improve customer service and satisfaction.
- ❖ Excellent interpersonal skills and the ability to handle conflict and contentious or volatile situations.
- ❖ I am a trained team coordinator

Skabal Senior Care, Lagos – Nigeria

Director of Rehab; March 2012 – July 2015

- ❖ Managed a team of therapists and assistants (including Permanent and contract employees)
- ❖ Provided direct patient care (up to 50% of the day depending on location)
- ❖ Monitored the standard of clinical services delivered to ensure adherence to evidence-based care delivery standards and regulatory compliance
- ❖ Ensured the clinical management of the rehab department, including oversight related to case management, quality improvement, care planning, clinical utilization and patient identification
- ❖ Responsible for the hiring, orientation, development and support of all staff and contract employees
- ❖ Managed relationship with customer (location) team, provided reports and developed and implemented programs appropriate for the patient population
- ❖ As The Director of Rehab, I effectuated successful operations of my assigned location(s) - ensuring the highest standard of rehabilitation services was delivered in the most efficient manner while obtaining the best possible outcomes for our patients

General Hospital, Lagos – Nigeria

Physical Therapist (National Youth Service Corps); March 2011 – February 2012

- ❖ Optimize the functionality and skills of patients by providing, directing, and/or overseeing physical therapy
- ❖ Provided consultation and clinical supervision to PTAs.
- ❖ Directly supervised PTA and Rehab Tech in skilled tasks during group and individual treatment in a manner that promotes efficient and effective utilization of resources and facilitates the ongoing development of clinical skills in accordance with State Practice Acts, and the company's rehabilitation policy.
- ❖ Enhanced clinical expertise, professional and management skills through interaction with managers, therapists and other professional staff, self-study, and other continuing education activities.
- ❖ Maintained awareness of issues related to the profession of physical therapy and the health care environment.
- ❖ Understood various relevant payment models related to billing and treatment guidelines, as well as clinically appropriate means/modes of delivery. Provide quality care as well as reasonable goals and outcomes within the guidelines.
- ❖ Able to read, write, speak, and comprehend in English instructions, correspondence, charts, memos, and reports

BALOGUN ADEWALE ABDULLATEEF

- ❖ As a physical therapist, I attained an advancement in my career through the company's continuing education platform thereby climbing the clinical ladder and utilizing the opportunity to serve with others who were working at the top of their discipline. I was also part a team of clinicians who provided continuing training, as well as systems and proven protocols to help ensure everyone is providing therapy in the most effective way for the patients and the most compliant way to help ensure our skilled nursing facilities partners were covered.

EDUCATION AND OTHER CREDENTIALS

College of Medicine of the University of Lagos, Lagos State -B.Physical Therapy

PROFESSIONAL ASSOCIATION AND TRAININGS

Up to date completion log on Centers for Medicare and Medicaid Services (Mandatory trainings)

LICENSURE

- ❖ Surveyor Minimum Qualification Test (SMQT)
- ❖ Medical Rehabilitation Therapists Board of Nigeria

GRANTS AND AWARDS

- ❖ Best Research Graduating Student (College of Medicine, University of Lagos 2012)
- ❖ Three Time Winner of Best Intern Physiotherapist of the Month Award (General Hospital Lagos 2014)

VOLUNTEER LEADERSHIP

- ❖ Anti-AIDS Club (College of Medicine, University of Lagos 2007 – Till date)

SKILLS

- ❖ A good team player with high numerical, good analytical and interpersonal skills. Also, a resourceful person with drive to achieve set standards and most importantly with right attitude towards work.
 - ❖ Competent computer skills.
 - ❖ Enjoys good quality of life.

PROFESSIONAL REFERENCES

Theo Frimpong- Nurse Consultant 7204299282
Akinbode Fayokemi- Director of Regulatory Compliance Genesis Healthcare- 9404476521
PT. Olukayode Nurudeen- Cardiopulmonary Specialist (+14037024095)



Kathy L. Drake



Profile

I am a goal-oriented registered nurse seeking a challenging position in which my medical, professional, and practical experience will be fully utilized.

Experience

CLINICAL NURSE ANALYST, COTIVITI; REMOTE — OCTOBER 2019-JANUARY 2020

This position is responsible for auditing inpatient medical records and generating high quality recoverable claims for the benefit of Cotiviti and our clients. Responsible for performing clinical reviews of medical records and other documentation to evaluate issues of coding and DRG assignment accuracy.

NURSE CONSULTANT, DIVISION OF HEALTH SERVICE REGULATION, NURSING HOME LICENSURE AND CERTIFICATION; RALEIGH, NC — 2007-JUNE 2019

Performed duties related to the licensure and certification of health care facilities, primarily long-term care facilities.

- ▶ Conducted on-site surveys of facilities to determine compliance with State and Federal requirements, including medical chart review, clinical documentation, abstraction, and ensuring medical diagnoses and treatments/medications were reported accurately.
- ▶ Investigated complaints and conducted inspections applying a defined protocol.
- ▶ Involved in significant communication with facility staff, residents, and complainants on a routine basis.
- ▶ Generated reports using various software applications to include the Quality Indicator Survey, a CMS computer-based program.

FIELD-BASED NURSE CHART REVIEWER, MEDASSURANT; ANNAPOLIS, MD — 2007

Accurately and efficiently reviewed medical records and provided comprehensive data analysis and interpretation of medical records in North Carolina.

- ▶ Completed quality, accuracy, and inter-rater reliability testing in a timely manner.
- ▶ Gathered information related to HCC reconciliation and assisted with efforts to maximize documentation and coding standards.
- ▶ Communicated with care provider offices, clinics, hospitals, and other clinical facilities.

OVERSEAS REPRESENTATIVE, INTERNATIONAL MISSION BOARD; RICHMOND, VA — 1996-2007

Contributed in the following ways as an international humanitarian worker:

- ▶ In Central Asia, served as Team Nurse, Assistant to Field Treasurer, and Guest House Manager
- ▶ In Southeast Asia, coordinated annual general meeting for 800+ employees
- ▶ In Western Europe, efficiently ran a dormitory of 28 male teenage boarding students and 4 resident assistants by: creating and fostering a stable environment through interpersonal relationships; maintaining a monthly budget of several thousand Euros; planning and preparing all

meals; maintaining responsibility for medical and dental health of boarding students; and communicating regularly with parents and other staff

WEEKEND CHARGE NURSE, WILDWOOD NURSING LONG-TERM CARE FACILITY; JASPER, GA — 1994-1996

Oversaw staff and served as primary point of contact between patients and physicians.

REGISTERED NURSE, CHEROKEE COUNTY HEALTH DEPARTMENT; WOODSTOCK, GA — 1993

Conducted interviews and medical assessments, provided immunizations, and distributed WIC coupons, in addition to providing education to patients to achieve optimum health.

REGISTERED NURSE, WOODSTOCK HOSPITAL; WOODSTOCK, GA — 1991-1992

Assumed principal responsibility for the total nursing care, assessment, planning, implementation, and evaluation of each assigned patient, and assumed duties of Relief Charge Nurse as needed.

REGISTERED NURSE, NORTH FLORIDA LONG-TERM CARE FACILITY; GAINESVILLE, FL — 1985-1986

Assumed principal responsibility for the total nursing care, assessment, planning, implementation, and evaluation of each assigned patient.

MEDICAL RECORDS TECHNICIAN/CODER, VA MEDICAL CENTER; GAINESVILLE, FL — 1983-1985

- ▶ Reviewed medical record documentation and coded primary and secondary diagnoses and procedures utilizing ICD-9-CM and CPT-4 conventions, sequenced the diagnoses and procedures using coding guidelines, and ensured DRG assignments were accurate.
- ▶ Abstracted and compiled medical data for appropriate optimal reimbursement for the hospital.
- ▶ Ensured quality and quantity of work performed through regular audits.
- ▶ Maintained a thorough understanding of medical record practices, standards, and regulations.

Education

Santa Fe Community College, Gainesville, FL — Associate Degree of Nursing, 1983

Wake Technical Community College, Raleigh, NC — Completed coursework in Healthcare Billing and Coding I and II

U.S. Career Institute — Certificate in Medical Coding Enhanced Program

Council on Licensure, Enforcement and Regulation - National Certified Investigator and Inspector - Basic Training

Licensing

Currently multi-state licensed as a Registered Nurse in North Carolina.

Recognition

2015 Surveyor of the Year - East Division of North Carolina

References

Provided upon request

Lillie Charlene Clay

Nursing Supervisor professional with extensive Correctional and Health Service experience

SUMMARY OF QUALIFICATIONS

- More than 20 years of supervisory experience.
- Proven ability to lead effective survey team.
- 18 years of Investigative experience.
- History of Correctional nursing and supervising nurses.
- Adept at planning, organizing and implementing.
- Hard working, able to multi-task effectively.
- Outstanding leadership and communication skills.

PROFESSIONAL EXPERIENCE

Contract Survey Consultant 2019 -2020
Independent Contractor with the temp service for the Department of Health Service.

Facility Survey Consultant II, Raleigh, NC 2005 - 2018

Supervisor

- Supervise team members on-site and coordinate survey schedules.
- Coach, develop and guide staff on issues related to conducting surveys.
- Making compliance decisions and processing the associated survey kits and enforcement packets.
- Train employees, prepare monthly schedules, monitor and evaluate performance.
- Review of documentation associated surveys and enforcement and maintain public contact.

Facility Survey Consultant I, Raleigh, NC 2002 - 2005

Team Member

- Traveled to Nursing Home facilities and conducted surveys.
- Processed the associated survey and enforcement packets.
- Team lead follow up surveys and complaint surveys.
- Conducted initial licensure, complaint and routine inspections in these facilities to determine compliance with state licensure statues and rules

Nurse Educator Director, Raleigh, NC 2001 – 2002

Director

- Responsible for training for Medical section of the Department of Correction for the state of North Carolina.
- Developed the Medication Technician Program for the Department of Correction.

Regional Nurse Supervisor, Raleigh, NC 1998 - 2001

Supervisor

- Assisted the DON in planning, development, coordination and implementation of health care to the Central Health Care Region facilities.
- Provided clinical supervision of nursing staff and responsible for 13 annual employee evaluations.
- Audited and monitored the delivery of health care.
- Promoted to Nurse Educator to help develop the Medication Technician Program to save money.

Lead Nurse, Bunn, NC 1995- 1998

- Responsible for staff scheduling, time sheets, monthly reports, annual reviews, employee performance management.
- Responsible for Physician clinics, overseeing and managing medical emergencies.

Nash Community College, Rocky Mt. North Carolina

A.D. N. degree in Nursing, (1994)

Keywords: Director, Regional Supervisor

EDWARD J ROTH

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OBJECTIVE

To obtain a position utilizing my expertise on federal regulations for long term care facilities and survey process. To aide in the improvement of living conditions for those living in long term care facilities.

EXPERIENCE

CertiSurv, LLC

Health Facilities Surveyor 09/2019 to Present

Oklahoma State Department of Health

Health Facility Surveyor III 02/2005 to Present

Complete Health Facility Surveys and complaint investigations. Monitor and evaluate clinical records for compliance with federal and state regulations. Intern team supervisor October 2007 through December 2010. Type deficiencies when facilities are not following federal and state regulations. Complete all other reports as needed. Coordinated and schedule surveys, assist with performance reviews, review reports for accuracy as acting team leader since October 2007.

Oklahoma State Department of Human Services Developmental Disabilities Service

Case Manager II 02/2002 to 02/2005

Monitor and evaluated services provided to individuals with disabilities. Make home visits and review clinical records to make sure they are in compliance with policy as written by the State Department of Human Services. I monitor and evaluate service providers to ensure quality service is being provided and advocate for the rights of those individuals receiving the services. Report any findings of abuse or neglect to proper reporting agency. Complete guardianship assessments and attend court as needed. Team leader for all meetings and coordinate all services for the individual receiving services. Team leader for coordinating placements of individuals receiving services. Trained new employees on policy, regulations and programs. Monitored and evaluated clinical records to ensure proper documentation, medication orders and all physicians' orders are being followed. Monitored and evaluated medication regimes and submitted reports quarterly to the school of pharmacy for recommendations and review. Monitored and evaluated homes for health and safety compliance.

Oklahoma State Department of Human Services Family Support Division
Family Support Specialist 12/27/1999 to 02/2002

Worked with individuals receiving assistance through the food stamps, medical, and day care programs. Worked cases in compliance with state and federal polices and regulations. Interpreted policy and regulations when working cases and applied them to the individual cases to see if requirements are meet for eligibility in the programs. Reported suspected fraud to appropriate agencies. Trained new employees on police, regulations, and department procedures. Assisted with referrals to outside agencies as needed.

Oklahoma State Department of Human Services Child Welfare division
Child Welfare Specialist 01/1999 to 12/1999

Conducted and lead investigations of reported child abuse and neglect. Interviewed victims, alleged perpetrators and third part witnesses. Compiled all information and reported the findings to the District Attorney's office. Monitored and evaluated families on case load linking them to services needed within the community. Team leader for all meetings held between court hearings and made visits to homes where children were placed. Completely monthly reports on all cases, court reports and staffing reports to immediate supervisor.

Sears

Lead Sales associate/assistant Manager 05/1992 to 01/2000

Retail sales in various departments, providing customer service and follow up after sales. Responsible for display sets and signing weekly and ensuring inventory was up to date. Responsible for performance reviews of the four sales associated that worked in my department.

Boy Scouts of America –various volunteer positions 1988 to current

- Scout Master
- Assistant Scout Master
- Committee Chairman
- At large troop/pack committee member

Home Teacher with the Church of Jesus Christ of Latter Day Saints 1998 to current

Big Brothers and Little Sister of Greater Lansing Michigan 1997 to 1998

EDUCATION

Michigan State University school of Human Ecology

Bachelor of Science in Family and Community Services 1999

AWARDS AND ACKNOWLEDGEMENTS

- Eagle Scout Boy Scouts of America
- Distinguished Citizen 1989 Perry Michigan
- Brotherhood membership of the Order of the Arrow
- Top sales volume for four years in a row 1993 through 1996 Sears East Lansing Michigan
- Top maintenance agreement sales four years in a row 1993 through 1996
- Chapter Chief for the Shiawassee district of the Order of the Arrow 1986 to 1987
- Executive Board Member for Order of the Arrow CUE lodge 218, Tall Pine Council 1987 to 1988
- Selected to participate in the 75th anniversary of Boy Scouts of America Jamboree 1985 at Fort AP Hill
- Council on Licensure, Enforcement and Regulation (CLEAR) certified basic investigator
- Council on Licensure, Enforcement and Regulation (CLEAR) certified advanced investigator

ESTER LEVYASH, R.N., B.S.N.

Compassionate, Dedicated and Service-Driven Registered Professional Nurse- Seeking a challenging nursing position where my skills, knowledge and experienced can be enhanced and utilized to promote health, and competent quality care to the client and the community.

- ◆ Bilingual (Russian-English)
- ◆ Strong leadership and management skills.
- ◆ Hardworking, energetic; flexible; easily adapting to change of environment and schedule.
- ◆ Maintain critical thinking skills essential to providing competent and dignified patient care.
- ◆ Personable with a positive attitude; interface effectively with patients, families, and nursing staff.
- ◆ Detail Oriented; Strong organizational, time management and written communication skills.
- ◆ Skilled Health Care Evaluator.
- ◆ Significant supervisory and leadership expertise.
- ◆ Strong critical thinking and problem solving.
- ◆ Outstanding ability to facilitate groups and collaborate with interdisciplinary teams.
- ◆ Proven ability to build positive relationships with team members and other medical professionals.

WORK EXPERIENCE:

Health Facilities Surveyor: CertiSurv, LLC.: January 2021 - Present

Regional Director of Risk Management: Marquis Heath Services; September 2020 - Present

Responsibilities:

- ◆ Responsible for providing risk management consulting services to 9 long term care facilities and 1 ALF in the Mid-Atlantic region.
- ◆ Conduct facility visits to complete root cause analysis for clinical metrics trending in a negative pattern.
- ◆ Completing analysis of systems and processes to mitigate risk for litigation and as well as regulatory risk.
- ◆ Developing QAPI plans with facility leadership and regional nurses based on results of the root cause analysis.
- ◆ Weekly visits to validate plans are being followed and are effective for providing positive outcomes.
- ◆ Oversee the operation of the Rapid Response Call protocols.
- ◆ Provide support to facilities, regional clinicians and operators on an as needed basis.

Health Care Services Evaluator/Nurse, SMQT Certified: NJDOH, Health Facility Survey & Field Operations; Aug. 2017-September 2020

Responsibilities:

- ◆ Inspect licensed or Medicaid certified health facilities in New Jersey to ensure they meet standards of quality care as well as state and federal regulations and investigate complaints from the public as a former complaint's investigator.
- ◆ Facilitate the intake of complaints from the public and assign appropriate triage level depending on the immediacy and severity of the alleged violations.
- ◆ As a complaint's investigator worked independently, and occasionally as part of a team to investigate complaints from the public to determine if the complaint can be substantiated.
- ◆ Participates individually and/or as a team member in the inspection and survey of Health Care Facilities state-wide.
- ◆ Surveys include initial, annual and complaint investigations to determine compliance with State Standards for licensure and/or Federal Regulations for certification specific to Long Term Care, Dementia Care, Residential Care facilities.

- ◆ Surveys are conducted in accordance with unit protocols, Centers for Medicare & Medicaid Services requirements and State Operations Manual (SOM).
- ◆ Inspect and evaluate factors such as patient/resident care, dietary services, activities, social services, rehabilitation services and other special areas.
- ◆ Compiles, reviews and analyzes data and prepares detailed reports relative to survey findings.
- ◆ Participates in off-hour visits in Health Care Facilities.
- ◆ Make decisions based on the above survey visits to determine regulatory compliance.
- ◆ Assists with telephone coverage for hotline calls.
- ◆ Supports the team in meeting objectives to accomplish work assignments.
- ◆ Treats each team member with respect and willingly cooperates with others who hold different views to complete the task at hand.
- ◆ Conducts surveys and/or investigate complaints of all licensed health care facilities for compliance with state and federal regulations.
- ◆ Recommends certification and/or recertification when substantial compliance is achieved.
- ◆ Identify and analyzes problems and exhibits a logical approach to problem solving.
- ◆ Proficient at using observation skills for gathering information during surveys.
- ◆ Proficient at interview skills for staff, residents and family during surveys.
- ◆ Proficient at performing record reviews in accordance with Federal and State regulations.
- ◆ Review, analyze and interpret data and information compiled to prepare survey investigation reports.
- ◆ Establishes a non-adversarial relationship with health care facilities.
- ◆ Prepare detailed reports of survey investigation findings and recommendations related to compliance within Federal and State regulation guidelines.
- ◆ Prepare detailed 2567 deficiency reports using Principals of Documentation.
- ◆ Review, accept and/or reject facility Plans of Correction submitted by healthcare providers.
- ◆ Submits reports in accordance with established procedures.
- ◆ Submits Survey packet in accordance with established procedures.
- ◆ Proficient in computer systems used by the agency office: ACTS, ASPEN Complaint and Incident Tracking, and ASPEN systems.
- ◆ Preceptor for new surveyors.
- ◆ Attend IDR, prepare IIDR and provides testimony for legal actions as required.
- ◆ Maintain credentials, professional licenses and continuing education programs as required.
- ◆ Attends department meetings as scheduled and reports information to the team members as appropriate.
- ◆ Prepare, review and submit survey packets as required.
- ◆ Effectively communicate and interface with facility management and staff throughout the duration of the survey.
- ◆ Step in as Team Coordinator in the absence of the Team coordinator performing duties as below:
 - ◆ Manage and Supervise team members navigate the new Long-Term Care Survey Process.
 - ◆ Delegate specific team assignments and instruction to the team members.
 - ◆ Supervises team members during investigations on each survey.
 - ◆ Reviews each team member's deficiency writing prior to submission for supervisory review.

Assistant Director of Nursing: Hamilton Grove, Hamilton, NJ: July 2014 –Feb 2016 and March 2017-July 2017

Responsibilities:

- ◆ Assists the Director of Nursing Services in directing the activities of licensed and non-licensed personnel who provide health care and nursing services to residents of the 218 bed Long Term Care (LTC) and Sub-Acute Rehabilitation (SAR) facility on a 24 hour, 7 day a week basis. Manage and direct Nursing Department in absence of Director of Nursing (DON).
- ◆ Develop and maintain an environment that supports the professional nurse, provide leadership, and direction to assigned staff. Assist the director with staff counseling, staff evaluation and staff development.
- ◆ Assist the DON in managing clinical operations of the nursing department.

- ◆ Assist the DON in planning and assigning workload to nursing staff on shift basis.
- ◆ Assist the DON in supervising and guiding nursing staffs on their daily job duties.
- ◆ Ensure nursing staffs follow facility procedures and policies.
- ◆ Identify department issues and recommend corrective actions.
- ◆ Analyze audit results and implement audit recommendations.
- ◆ Address resident/family/visitor grievances and complaints promptly to ensure satisfaction.
- ◆ Ensure that nursing staff perform assigned duties accurately and timely.
- ◆ Assist the DON in evaluating the performance of nursing department and recommend improvements.
- ◆ Assist the DON in creating nursing programs that comply with federal, state and local regulations.
- ◆ Work in close collaboration with the local DOH to manage a Legionella outbreak in the facility and prepare reports as required.
- ◆ Make clinical rounds of all stations a minimum of two times per day.
- ◆ Conduct clinical assessment; use critical thinking and coordinate professional standards of care.
- ◆ Responsible for wound/skin rounds weekly and as needed on all facility wounds, wound report maintenance and submission, and wound QAPI.
- ◆ Develop, review and revise care plans to accurately reflect resident needs.
- ◆ Manage incident/accident practices to comply with State/Federal regulations as directed by the DON.
- ◆ Manage and participate in discharge / transfer process to ensure proper nursing services; complete, accurate, and timely documentation.
- ◆ Work alongside the DON, Administrator and HR Dept. to assist with recruiting, interviewing, and hiring new nursing staff.
- ◆ Ensure that all CNA staff are provided with their annual 12 hours of mandatory education and maintain records of education provided.
- ◆ Developed, maintained and implement the families new hire training and orientation for all departments. As well as providing all new hires with orientation and maintaining required records.
- ◆ Responsible for developing, implementing and maintaining the employee health program for the facility, ensuring compliance with all federal, state, local regulations and OSHA standards.
- ◆ Responsible for developing, implementing and maintaining the antibiotic stewardship/infection control & prevention program for the facility, ensuring compliance with all federal, state, and local regulations and OSHA standards. Also responsible for ICP QAPI, preparing reports, analyzing data and surveillance for the facility.
- ◆ Interfaced with representatives of the DOH and Ombudsman's Office on Standard and Complaint Surveys.
- ◆ Assisted in the investigations of accident/incidents and allegations of abuse.
- ◆ Assist the DON in preparing written "call in" reports to the State Department of Health and the Ombudsman's Office regarding all reportable events as required.
- ◆ Responsible to complete all medication error reports, review them with staff member(s) involved and provide education/disciplinary action as required. Responsible for medication error QAPI and report preparation.
- ◆ Monitor and oversee day to day operations of the nursing units.
- ◆ Perform medication and treatment administration observations on all nursing staff on orientation and PRN.

Director of Nursing: Alaris Healthcare at Hamilton Park, Jersey City, NJ; July 2016-March 2017

Responsibilities:

- ◆ Direct the activities of licensed and non-licensed personnel who provide health care and nursing services to residents of the 280 bed Long Term Care (LTC) and Sub-Acute Rehabilitation (SAR) facility on a 24 hour, 7 day a week basis. Responsible overall facility functions when Licensed Administrator was away.
- ◆ On-call by telephone or in person 24/7 and Weekend administrative on-call as scheduled.
- ◆ Direct Supervision of all Licensed and Certified Nursing Staff.
- ◆ Responsible for the care and well-being of residents in the facility.

- ◆ Oversight of medication and treatment administration so ensure safe and accurate administration within professional standards of practice.
- ◆ Completing and following up on all Pharmacy Consultant Recommendation reviews.
- ◆ Work directly with all facility vendors to ensure that they provide safe, quality and competent services to the facility in accordance with contract obligations.
- ◆ Maintain the Roster and Acuity reports for evaluation.
- ◆ Evaluation and Assessment of Wound Management.
- ◆ Responsible for the assessing, developing, implementing and evaluating an appropriate plan of care for each resident.
- ◆ Assist in the coordination of healthcare services for all residents.
- ◆ Maintain Training and Educating programs for facility staff.
- ◆ Participated as an active member of the Interdisciplinary Care Team.
- ◆ Participated in Care Conference.
- ◆ Audited Medical Records for compliance with state and federal regulations.
- ◆ Actively participated in the Quality Assurance & Performance Improvement monthly, quarterly and annual meetings.
- ◆ Identify areas that need improvement. Developing, implementing and evaluating Quality Assurance & Performance Improvement projects on an ongoing basis.
- ◆ Responsible for the oversight of staffing needs and schedules for all licensed and certified staff.
- ◆ Plan and assign workload to nursing staffs on shift basis.
- ◆ Recruit, interview and hire License nurses and Certified Nursing Assistants for employment.
- ◆ Completed annual employee evaluations and provide disciplinary action for staff as needed.
- ◆ Ensure nursing staffs follow facility procedures and policies.
- ◆ Ensure that nursing programs, policy and procedures comply with federal, state and local regulations.
- ◆ Interfaced with representatives of the DOH and Ombudsman's Office on Standard and Complaint Surveys.
- ◆ Provided written "call in" reports to the State Department of Health and the Ombudsman's Office regarding all reportable events as required.
- ◆ Run the investigations of accident/incidents and allegations of abuse. Responsible for facility Fall QAPI.
- ◆ Provided marketing services in the community and Acute Care facilities.
- ◆ Direct oversight of facility Antibiotic Stewardship and Infection Control & Prevention programs.

Assistant Director of Nursing: Avista Healthcare, Cherry Hill, NJ; Feb 2016-July 2016

Responsibilities:

- ◆ Assists the Director of Nursing Services in directing the activities of licensed and non-licensed personnel who provide health care and nursing services to residents of the 162 bed Long Term Care (LTC) and Sub-Acute Rehabilitation (SAR) facility on a 24 hour, 7 day a week basis. Manage and direct Nursing Department in absence of Director of Nursing (DON).
- ◆ Manage and direct Nursing Department in absence of Director of Nursing (DON).
- ◆ Develop and maintain an environment that supports the professional nurse, provide leadership, and direction to assigned staff. Assist the director with staff counseling, staff evaluation and staff development.
- ◆ Assist the DON in managing clinical operations of the nursing department.
- ◆ Assist the DON in planning and assigning workload to nursing staff on shift basis.
- ◆ Assist the DON in in supervising and guiding nursing staffs on their daily job duties.
- ◆ Ensure nursing staffs follow facility procedures and policies.
- ◆ Identify issues and recommend corrective actions.
- ◆ Analyze audit results and implement audit recommendations.
- ◆ Address resident/family/visitor grievances and complaints promptly to ensure satisfaction.
- ◆ Ensure that nursing staff perform assigned duties accurately and timely.

- ◆ Assist the DON in evaluating the performance of nursing department and recommend improvements.
- ◆ Assist the DON in creating nursing programs that comply with federal, state and local regulations.
- ◆ Make clinical rounds of all stations a minimum of two times per day.
- ◆ Conduct clinical assessment; use critical thinking and coordinate professional standards of care.
- ◆ Responsible for wound/skin rounds weekly and as needed on all facility wounds, wound report maintenance and submission, and wound QAPI.
- ◆ Develop, review and revise care plans to accurately reflect resident needs.
- ◆ Manage incident/accident investigation and reporting practices to comply with State/Federal regulations as directed by the DON.
- ◆ Manage and participate in discharge / transfer process to ensure proper nursing services; complete, accurate, and timely documentation.
- ◆ Work alongside the DON, Administrator and HR Dept. to assist with recruiting, interviewing, and hiring new nursing staff.
- ◆ Developed, maintained and implement the families new hire training and orientation for all departments. As well as providing all new hires with orientation and maintaining required records.
- ◆ Responsible for developing, implementing and maintaining the antibiotic stewardship/infection control & prevention program for the facility, ensuring compliance with all federal, state, and local regulations and OSHA standards. Also responsible for ICP QAPI, preparing reports, analyzing data and surveillance for the facility.
- ◆ Interfaced with representatives of the DOH and Ombudsman's Office on Standard and Complaint Surveys.
- ◆ Assisted in the investigations of accident/incidents and allegations of abuse.
- ◆ Assist the DON in preparing written "call in" reports to the State Department of Health and the Ombudsman's Office regarding all reportable events as required.
- ◆ Monitor and oversee day to day operations of the nursing units.

Sub-Acute Unit Manager: Hamilton Continuing Care Center, Hamilton, NJ; Feb.2013 -July 2014

Responsibilities:

- ◆ Direct oversight of a 35 bed sub-acute rehab unit and all the day-to-day operations on the unit.
- ◆ Process all new admissions, ensure needed supplies are available, and facilitate safe discharge back to the community.
- ◆ Review and audit all new admission charts to ensure compliance with facility policy, state and federal regulations.
- ◆ Develop, review and revise care plans to accurately reflect resident needs.
- ◆ Identify issues on the unit and take corrective actions.
- ◆ Assess, plan, coordinate, and evaluate residents' care with the interdisciplinary team.
- ◆ Maintain the Roster Matrix, Census and Conditions and Acuity reports daily.
- ◆ Manage and participate in discharge / transfer process to ensure proper nursing services; complete, accurate, and timely documentation.
- ◆ Ensure nursing staffs follow facility procedures and policies and remain compliant with all regulatory requirements.
- ◆ Medication and treatment administration.
- ◆ Make clinical rounds of all stations a minimum of two times per day.
- ◆ Conduct clinical assessment; use critical thinking and coordinate professional standards of care.
- ◆ Complete performance evaluations as required and review them with unit staff.
- ◆ Provide education and disciplinary action to unit staff as needed.
- ◆ Fill in as facility supervisor as needed on weekends or off shift.
- ◆ Attend IDCP team care conferences and interface effectively with the team, residents and their families/care givers.

Long-Term Care Unit Manager: CareOne at King James, Atlantic Highlands, NJ; Nov.2011 - Feb.2013

Responsibilities:

- ◆ Direct oversight of two long-term care units totaling 79 beds and all the day-to-day operations.
- ◆ Ensuring state and federal regulatory compliance, implementing corrective actions when necessary.
- ◆ Process all new admissions, ensure needed supplies are available, and facilitate safe discharge back to the community.
- ◆ Review and audit all LTC resident as well as new admission charts to ensure compliance with facility policy, state and federal regulations.
- ◆ Develop, review and revise care plans to accurately reflect resident needs.
- ◆ Identify issues on the unit and take corrective actions.
- ◆ Assess, plan, coordinate, and evaluate residents' care with the interdisciplinary team.
- ◆ Maintain the Roster Matrix, Census and Conditions and Acuity reports daily.
- ◆ Manage and participate in discharge / transfer process to ensure proper nursing services; complete, accurate, and timely documentation.
- ◆ Ensure nursing staffs follow facility procedures and policies and remain compliant with all regulatory requirements.
- ◆ Medication and treatment administration.
- ◆ Make clinical rounds of all stations a minimum of two times per day.
- ◆ Conduct clinical assessment; use critical thinking and coordinate professional standards of care.
- ◆ Complete performance evaluations as required and review them with unit staff.
- ◆ Provide education and disciplinary action to unit staff as needed.
- ◆ Attend IDCP team care conferences and interface effectively with the team, residents and their families/care givers.

Primary Nurse/Unit Manager: The Rehab Center at Wedgwood Gardens, Freehold, NJ; Mar. 2010 - Nov.2011

Responsibilities:

- ◆ Assess, plan, coordinate, and evaluate residents' care with the interdisciplinary team.
- ◆ Responsible for day-to-day operations of a 32 bed long term care unit, later promoted to sub-acute unit manager responsible direct oversight of a 60 bed sub-acute unit.
- ◆ Direct oversight of all unit the day-to-day operations.
- ◆ Ensuring state and federal regulatory compliance, implementing corrective actions when necessary.
- ◆ Process all new admissions, ensure needed supplies are available, and facilitate safe discharge back to the community.
- ◆ Review and audit all LTC resident as well as new admission charts to ensure compliance with facility policy, state and federal regulations.
- ◆ Develop, review and revise care plans to accurately reflect resident needs.
- ◆ Identify issues on the unit and take corrective actions.
- ◆ Assess, plan, coordinate, and evaluate residents' care with the interdisciplinary team.
- ◆ Maintain the Roster Matrix, Census and Conditions and Acuity reports daily.
- ◆ Manage and participate in discharge / transfer process to ensure proper nursing services; complete, accurate, and timely documentation.
- ◆ Ensure nursing staffs follow facility procedures and policies and remain compliant with all regulatory requirements.
- ◆ Medication and treatment administration.
- ◆ Make clinical rounds of all stations a minimum of two times per day.
- ◆ Conduct clinical assessment; use critical thinking and coordinate professional standards of care.
- ◆ Attend IDCP team care conferences and interface effectively with the team, residents and their families/care givers.

EDUCATION/PROFESSIONAL AFFILIATION

- ◆ **East Brunswick High School Graduate 2004;** High School Diploma
- ◆ **Associate of Science in Nursing, 2009;** Middlesex County College, Edison, NJ

- ◆ **Bachelorette in Nursing-Science 2015;** Kean University, Union, NJ: GPA 3.8
- ◆ **Former NJADONA Board Member:** County Representative on the Board of Directors for NJADONA 2014-2017.
- ◆ **Completed APIC Basic Infection Control Course Oct. 2014;** NJ Hospital Association

CREDENTIALS

- ◆ **NJ State Board of Nursing Registered Prof. Nurse;** License # 26NR14585800
- ◆ **New York State Board of Nursing Registered Prof. Nurse;** License # 626761-1, Certificate # 7024383
- ◆ **Commonwealth of Pennsylvania Board of Nursing Registered Nurse;** License # RN614728
- ◆ **IV Venipuncture Certified by Perivascular Nurse Consultants**
- ◆ ***American Heart Association BLS Health Care Provider CPR&AED Certified***

REFERENCES FURNISHED UPON REQUEST

Esther A. Moore

PROFESSIONAL PROFILE

Accomplished Social Worker with various skills in the areas of long-term care, nursing home regulations, mental retardation and developmental disabilities, protective services and crisis intervention. Strong customer service skills with the ability to interact with diverse groups of people using tact and diplomacy. Assertive and resourceful problem solver with excellent analytical and critical thinking skills. Ability to work effectively alone or as part of a team, producing time sensitive results.

WORK EXPERIENCE

CertiSurv, LLC. Columbia, Tennessee 2020- Present
Survey Services

Health Facilities Surveyor

North Carolina Department of Health and Human Services Raleigh, North Carolina 2019- Present
Division of Health Service Regulation
Mental Health Licensure – Intermediate Care Facility-Intellectual Developmental Disabilities (ICF-IID)

Facility Compliance Consultant I – Qualified Intellectual Disabilities Professional

Conduct recertification and follow up surveys, as well as complaint investigations in ICF-IID facilities in the eastern region of the state; in order to determine compliance with federal regulations. Prepare legally defensible deficiencies, which are recorded in ACTS and ASPEN. Responsible for monitoring plans of correction for deficiencies when warranted. Established skills to work independently or on a team of surveyors.

North Carolina Department of Health and Human Services Raleigh, North Carolina 2014- Present
Division of Health Service Regulation
Complaint Intake Unit

Intake Consultant

Communicated with the public and health providers via a call center, to collect information regarding incidents and complaints in licensed health care facilities. Triaged all information collected to determine if compliance issues exist and determine the seriousness of incidents to set up for investigations. Incidents were entered into a computerized Complaints Tracking System. Maintained knowledge of consumer standards and procedures as well as health care regulations. Trained all interns to handle new intake assignments and enter the data into ACTS.

North Carolina Department of Health and Human Services Raleigh, North Carolina 2006- 2014
Division of Health Service Regulation
Nursing Home Licensure and Certification

Facility Survey Consultant I

Conducted surveys and inspections of long term care facilities. Analyzed data collection during survey process, reviewed and discussed survey findings with facility officials as well as served as team coordinator for onsite survey activity. Reviewed and interpreted statements of deficiencies in order to examine consistency with regulations and legal soundness. Recorded survey activity in software programs ACTS/ASPEN/ACO/QIES/EPOC. Participated in Informal Dispute Resolution as panelist and served as Preceptor for new employees.

Esther A. Moore

Page 2

**Cuyahoga County Board of Mental
Retardation & Developmental Disabilities**

Cleveland, Ohio 1992-2006

Support Administrator – Eligibility Specialist (2005-2006)

Responsible for the administration of a statewide assessment tool to determine eligibility for services.

- Evaluated close to 500 clients; efficiently entered outcomes of eligibility determination in a timely manner, into computer database to prevent disruption of services.

Intake Specialist (2001-2004)

Served as initial contact with community for individuals seeking information and services.

- Shared vast knowledge of local resources enabling families to enlist the appropriate assistance.

Major Unusual Incident Investigator (2000-2001)

Conducted investigations involving abuse, neglect and client rights violations.

- Created prevention plans to decrease further incidents helping to assure health and safety for vulnerable consumers.

Children Case Manager (1992-1999)

Empowered families with the necessary tools for conflict resolution.

Fostered multi-agency involvement to ensure effective service delivery. Coordinated residential supports and placements.

- Monthly monitoring of 5 ICF-IDD Group Homes and conducted investigations as necessary.
- Wrote and presented complex social histories of clients at monthly residential meetings, securing funding for individual needs.

EDUCATION

Bachelor of Science, Social Work
Ashland College, Ashland, Ohio
(1987)

LICENSE

State of Ohio Counselor, Social Worker, and Marriage & Family Therapist Board
License Social Worker
(1991-2003)

CERTIFICATIONS

Centers for Medicare & Medicaid
Services Department of Health & Human
Services

Surveyor Minimum Qualified Test (2007) and Quality Indicator Survey (2009)

GAY HENDERSON, RN, BSN, CHFS



Education:

I graduated from the University of Central Oklahoma in May of 1995, with a Bachelor of Science Degree in Nursing.

Professional Experience:

I currently have, and have maintained, a registered nurse's license since my graduation in May 1995.

I have been employed as a full time clinical health facility surveyor for the Oklahoma State Department of Health since February of 2009. I have been trained on the new Long Term Care Survey Process. My duties include, but are not limited to, conducting title 19 surveys and abbreviated surveys, writing deficient practice statements, and testifying at informal dispute hearings.

I have attended and received certification for basic and advanced investigative training techniques; which was conducted by the National Council on Investigative Techniques.

Professional Experience:

I have been employed as a full time nurse surveyor for the Oklahoma State Department of Health since February of 2009. I have been trained on the new Long Term Care Survey Process. My duties include: but are not limited to, conducting title 19 surveys and abbreviated surveys, writing deficient practice statements, and testifying at informal dispute hearings.

CertiSurv, LLC., Health Facilities Surveyor January 2020 – Present

LaTisha F. Willoughby, RN BSN



Objective

Registered Nurse seeking a position that will utilize the experience gained in the Nursing field over the past 28 years.

Qualifications & Achievements

- *Experience as an Assistant Director of Nursing
- *Experience as Lead MDS Coordinator
- *Experience as Director of Nursing
- *Experience as Unit Manager
- *Basic Cardiac Life Support
- *Experience in team building
- *Resident Assessment Coordinator Certified (RAC-CT) 2013
- *Completion of RN-BSN program at North Carolina A&T State University December 10, 2016
- *Member of the American Association of Nurse Assessment Coordination
- *Surveyor Minimum Qualifications Test (SMQT) Certification

Experience

CertiSurv, LLC.

Survey Services

Columbia, TN 38401

Health Facilities Surveyor (09/20-present)

Division of Health Service Regulation

2701 Mail Service Center

Raleigh, NC 27603

Nurse Consultant (2/19-present) Conduct licensure, standard and complaint investigations surveys, in accordance with State Licensure and/or Federal Certification guidelines for nursing homes.

Ashton Health and Rehabilitation

5533 Burlington Rd, McLeansville, NC 27301

MDS Coordinator (3/18-2/19) Coordinate the care for the resident by working with the interdisciplinary team in developing a comprehensive plan of care. As well as provide a comprehensive assessment through the RAI process for short and long term care resident's in compliance with the federal and state guidelines, and for reimbursement from Medicare, Medicaid, and insurance companies.

Brian Center Health and Rehabilitation Salisbury

635 Statesville Blvd, Salisbury, NC 28144

Assistant Director of Nursing Service (5/17-3/18)

Assist the Director of Nursing Services with planning, coordinating, and managing the daily operations of the nursing department. Assumes the responsibility of the nursing department in the absence of the Director of Nursing.

Randolph Health and Rehabilitation

230 E Presnell St, Asheboro North Carolina 27203

Assistant Director of Nursing Service (2/17-5/17)

Assist the Director of Nursing Services with planning, coordinating, and managing the daily operations of the nursing department. Assumed the responsibilities of the nursing department in the absence of the Director of Nursing.

Starmount Health and Rehabilitation (previously Golden Living Center at Starmount)

109 South Holden Road Greensboro, North Carolina 27407

Lead MDS Coordinator (06/12-08/16) Assistant Director of Nursing Services (08/16-2/17)

Coordinate the care for the resident by working with the interdisciplinary team in developing a comprehensive plan of care. As well as provide a comprehensive assessment through the RAI process for short and long term care resident's in compliance with the federal and state guidelines, and for reimbursement from Medicare, Medicaid, and insurance companies. Assisted the Director of Nursing Services with, directing and supervising direct care staff, and assisting with overseeing the care of a 120 bed skilled long term care health and rehabilitation facility.

Guilford Healthcare Center

2041 Willow Road Greensboro NC, 27301

MDS Coordinator (8/11-6/12)

Coordinate the care for the resident by working with the interdisciplinary team by developing a comprehensive plan of care. As well as provide a comprehensive assessment through the RAI process for short and long term care resident's for reimbursement from Medicare, Medicaid, and insurance companies in compliance with federal and state guidelines.

Kindred Healthcare Raleigh Rehabilitation

616 Wade Avenue Raleigh, NC 27605

MDS Coordinator (2/11-8/11)

Coordinate the care for the resident by working with the interdisciplinary team by developing a comprehensive plan of care. As well as provide a comprehensive assessment through the RAI process for short and long term care resident's for reimbursement from Medicare, Medicaid, and insurance companies in compliance with federal and state guidelines.

Kindred Healthcare Silas Creek Manor

3350 Silas Creek Parkway Winston-Salem, North Carolina 27103

Director of Nursing Services (11/09-6/10)

Directed and Supervised direct care employees. Responsible for overseeing the care of a 94 bed skilled long term care nursing facility.

Golden Living Center Starmount

109 South Holden Road Greensboro, North Carolina 27407

MDS Coordinator (9/08-11/09)

Coordinate the care for the resident by working with the interdisciplinary team by developing a comprehensive plan of care. As well as provide a comprehensive assessment through the RAI process for short and long term care resident's for reimbursement from Medicare, Medicaid, and insurance companies in compliance with federal and state guidelines.

Golden Living Center Starmount

109 South Holden Road Greensboro, North Carolina 27407

Director of Nursing Service (8/07-9/08)

Directed and supervised over 100 direct care employees. Responsible for overseeing the care of a 126 bed skilled nursing long term care facility.

Golden Living Center Starmount

109 South Holden Road Greensboro, North Carolina 27407

Unit Manager (6/06-8/07)

Supervised and directed Staff Nurses and Nursing Assistants in delivering direct resident care.

Moses H. Cone Memorial Hospital

1200 North Elm Street Greensboro, North Carolina 27401

Medical Surgical/Telemetry Staff Nurse (7/06-10/06)

Provided care for patients on a medical surgical/telemetry unit

Wellspring Life Care Retirement Community

4100 Wildflower Drive Greensboro, NC 27410

Charge Nurse, Weekend Supervisor 5/02-8/07

Supervised Staff Nurses and Nursing Assistants in delivering direct resident care. Coordinated care for Geriatric residents on Skilled Nursing Unit, Assisted Living, and Independent Living.

Jacqueline R. Hunter, Social Worker

SUMMARY

I am a successful Facility Compliance Consultant for the Nursing Home Licensure and Certification Section. I am skilled in applying laws, regulations, rules and protocols that have been established by the state or federal government, make decisions in conjunction with interdisciplinary teams' members or independently, conducted nursing home inspection and complaints investigation.

EDUCATION AND TRAINING

I hold a BA degree in Sociology with concentration in Social Work from North Carolina Central University in Durham NC, 1988. I have passed Surveyor Minimum Qualification Test (SMQT), Quality Indicator Survey (QIS) qualification and Long Term Care Survey Process (LTCSP) qualified. I have cited all levels of deficiencies at the Nursing Homes.

WORK EXPERIENCE

Health Facilities Surveyor, CertiSurv, LLC. - August 2020 to Present

Facility Compliance Consultant 1 - May 2009 to Present

My job responsibilities in Nursing Home Licensure and Certification Section is to determine compliance of nursing homes with federal and state requirements through inspections and to conduct complaints investigation in Nursing Home. Spending an average of two to four days per week in nursing homes conducting inspections.

Director of the Agape land Child Center - March 2004 to August 2008

My responsibilities include following the state and federal government regulations, rules and protocols for operating a child development center.

Social Worker for the Department of Social Services- September 1989 to June 2004

My responsibilities included providing treatment services to families and children who have been substantiated for abuse/neglect and /or exploitation. My responsibilities also included providing treatment services to children, who needs protection, with the goal of preventing out of home placement or out of town placement.

Skills:

Strong clinical background that including assessment, care planning and delivery of care. I have basic knowledge of state and federal requirements for nursing homes. I have strong computer skills (Window's MS Office products, flash drive, data management using folders, import and export functions and the ability to work new technology and complete work electronically, Strong verbal communication

Linda Juma, MSW

SUMMARY

I am skilled in applying laws, regulations, rules, and protocols that have been established by the state or federal government, make decisions in conjunction with interdisciplinary team members or independently, conduct nursing home inspections and complaints investigations. I have passed Surveyor Minimum Qualification Test (SMQT), Quality Indicator survey (QIS) qualification and Long Term Care Survey Process (LTCSP) qualified. I piloted the current immediate Jeopardy protocol with Center for Medicare and Medicaid Services (CMS). I have cited all levels of deficiencies at the Nursing Homes.

EDUCATION

I hold a Master degree in Social Work from Fayetteville State University. I also hold a BA degree in sociology with concentration in Social Work (GPA 3.96) from Fayetteville State University, NC (1998).

WORK EXPERIENCE-

Health Facilities Surveyor, CertiSurv, LLC. – September 2020 - Present

Facility Compliance Consultant – 2005 until current

My primary responsibility in Nursing Home Licensure and certification Section is to determine compliance of nursing homes with federal and state requirements through inspections and to conduct complaints investigations in Nursing Homes.

DIRECTOR OF SOCIAL WORK SERVICES AT CAROLINA HEALTH CARE.

Director of Social Work- 2000-2005

Work at Carolina Health Care, a 136 – Medicare/ Medicaid beds facility.

My responsibilities as the Director of Social Services involved assisting residents and their families with personal and environmental difficulties that predispose illness or interfere with obtaining maximum benefits from nursing home care. I helped residents and families through individual or group conferences to understand, accept, and follow medical recommendations. I maintain contact with each family about resident's rights, provide services planned to restore resident histories, resident care plans and reports.

DIRECTOR OF SOCIAL WORK, FAYETTEVILLE REHAB CENTER

August 1999- April 2000, I was working at Fayetteville Rehabilitation Center as Director of Social Work.

My duties included day- to- today management of social welfare of clients, completion of minimum data Set (MDS) requirements and assessments on residents, behavior, psychosocial well- being and communication. Other areas included involvement in family counseling updating of Medicare and Medicaid information.

ADMISSION DIRECTOR, ELDERLODGE, FAYETTEVILLE, NC

After graduating in 1998 with a degree in Sociology with a specialization in social work, I was hired as Admission Director at Elder Lodge, nursing home facility in Fayetteville. My assignments included linking the elderly with available services, counseling them and their families, interviewing, and admitting prospective clients to the nursing home. I did shopping for their individual needs and visited with those admitted to areas hospitals.

SKILLS

I have strong clinical background , including assessment, care planning and delivery of care, basic knowledge of state and federal requirements for nursing homes, critical thinking skills , with the ability to gather and analyze data, draw conclusions and use the information to make decisions, intermediate computer skills(windows, flash drive, data management using folders, import and export functions). Effective communication and customer service skills.

Miranda Kaye Nixon

Professional Experience

***Health Facilities Surveyor, CertiSurv, LLC.
Columbia, Tennessee
September 2019 to present***

Conduct surveys of Long-Term Care (LTC) and Assisted Living facilities to determine compliance with state and federal requirements. The primary duties are to conduct inspections and to investigate complaints applying a defined protocol. Write up reports using principles of documentation guidelines and various software applications. I am Survey Minimum Qualifications Test (SMQT) certified and Quality Indicator Survey (QIS) certified. I have experience conducting traditional, QIS, LTCSP, initial, infection control, complaints, and revisit surveys.

***Facility Surveyor Consultant, North Carolina Department of Health and Human Services, Division of Health Service Regulation
Raleigh, North Carolina
May 2003 to August 2020***

Conduct surveys of facilities to determine compliance with state and federal requirements. The primary duties are to conduct inspections and to investigate complaints applying a defined protocol. Write up reports using principles of documentation guidelines and various software applications. Assist in providing training to new staff in dietary and the survey process. Supervised 5 surveyors. I am Survey Minimum Qualifications Test (SMQT) certified and Quality Indicator Survey (QIS) certified. I have experience conducting traditional, QIS, LTCSP, complaints and revisit surveys.

***Nutrition Consultant, North Carolina Department of Health and Human Services, Division of Public Health
Raleigh, North Carolina
March 1996 to May 2003***

Provided technical assistance, training and monitoring to 140 Child Care Centers and Adult Day Care Centers across the State of North Carolina. Training was conducted face to face and via teleconference. I also assisted in providing training to Directors on filing claim for

reimbursement electronically. Approve application packets, provide nutrition education, menu planning, and record keeping training to sponsors. Conducted administrative reviews on Day Care Centers and Adult Day Care Centers to ensure federal dollars are spent on nutritious foods and other allowable expenses. Interpret and follow federal regulations. Analyzed federal regulations and provided recommendations on proposed legislation. Worked closely with the Division of Child Development and Social Services. Assisted in the development of policy memos. Assisted in development of outreach materials and Child and Adult Care Food Program required forms and a host of other related duties to include the Inspection of food storage and preparation areas.

***Nutrition Consultant, North Carolina Department of Public
Instructions***

Raleigh, North Carolina

March 1994 to March 1996

Responsible for co-management of a \$4 million child nutrition program of USDA's Summer Food Service program in North Carolina, through coordination with regional consultants and supervision of over 100 sponsor organizations. Approved application packets: provide nutrition education, menu planning, and record keeping training to sponsors. Provided technical assistance and training to nine counties participating in the Child and Adult Care Food program. Assisted in the development of policy memos. Developed and prepared outreach materials. Developed and organized the annual plan for the Summer Food Service Program. Supervise 3 – staff during the Summer months.

Food Activity Manager, Army and Air Force Exchange Services

RAF Upper Heyford, United Kingdom

April 1988 to December 1993

This job included: managing a food facility that grossed \$45,000.00 - \$60,000.00 a month, hiring employees, counseling employees, training employees, organizing work schedules, procuring merchandise, performing monthly inventory, reconciling paperwork daily, to include bank deposits, supervising employees in the kitchen and dining areas, ensuring compliance with fire safety, sanitary and security regulations.

***Food Activity Manager, Army and Air Force Exchange Services
Moody AFB, Valdosta, Georgia
December 1981 to February 1988***

Planned and supervised the preparation and sale of food items in a cafeteria type operation. Received and checked the quantity, quality, and condition of direct delivery food and supply items. Maintained and analyzed cost records. Prepared daily reports and annual budgets. Ensured compliance with fire safety, sanitation, and security regulations. Initiated work orders for facility and equipment repairs. Ensured the security of cash, fixed assets, and merchandise inventory. Performed marketing efforts. Established work schedules, counseled employees, prepared performance reviews and train employees. Maintained proficiency in knowledge of all applicable regulations. Created and enhanced advertisement promotion to increase sales

***Food Activity Manager Trainee, Army and Air Force Exchange Services
Fort Sam Houston, San Antonio, Texas
August 1981 to December 1981***

Attended a 5-month training program to become a proficient Food Activity Manager. This 5-month training program included classroom and on the job hands on training. After successful completion of the training program, I received my first assignment as Food Activity Manager at Moody Air Force Base in Valdosta, Georgia.

Education

**South Carolina State University, B. S. Food and Nutrition, 1981
Claflin College, June 1977 to August 1977
Orangeburg-Wilkinson High School, HS Diploma, 1977**

Seena B. Redan, NHA

Executive Profile

Accomplished Healthcare Administrator with years of experience providing direct patient care and managing operations and sales in retirement/nursing home settings. Cultivating strong industry relationships to drive business development that emphasize excellent care and services. Recognized as an effective leader with excellent interpersonal and communication abilities. Possesses strong fiscal stewardship of assets and resources. Experienced consultant in developing resident centered programming and community culture.

Professional Profile

Knowledgeable in all aspects of nursing homes, nursing home compliance, and retirement communities.

- Strong work ethic and integrity
- Self-starter; team oriented
- Efficient, responsible, and dedicated
- Excellent communication skills
- Computer literate in Microsoft products
- Fiscal stewardship
- Effective Program and Project development
- Conflict resolution
- Staff development
- Recruitment, hiring, counseling
- Budget development
- Compliance consultant

Achievements Summary

- Successfully decreased excessive operating costs through efficient fiscal and budget planning.
- Educate and facilitate training with employees, family members, vendors and residents on resident centered care programs.
- Developed and implemented new employee orientation programs to include customer satisfaction training.
- Effectively decreased the number of state inspection citations.
- Development of 'out of the box' activity programming that meets the needs of a spectrum of residents.
- Oversaw and directed construction and renovation projects in retirement and skilled nursing settings.
- Regularly receive high satisfaction scores from staff, residents, and families.

Work History

Health Facilities Surveyor
CertiSurv, LLC

September 2019- present

- Conduct annual long term care recertification surveys as assigned by the contracted state agencies.
- Conduct complaint, Infection Control and facility reported incident (FRI) investigations.

Surveyor/Abaqis Trainer**June 2018 – August 2019**

Providigm, A HealthStream Company

- Conduct annual long term care compliance surveys as assigned by the contracted state agencies.
- Trainer – Abaqis. A quality management system that assists long term care facilities to enhance their QAPI programs and continuous survey readiness.

Owner**January 2012 – Present**

55PlusHomeMatch, LLC

- Assist at-risk Elders to find an appropriate level of care
- A community based service and consulting expert
- Coordinate move from home to community
- Consult and educate Elder and/or Family about Levels of Care, Finances, selling of a home
- Buy and/or sell property as a Licensed Realtor
- Consultant to successfully open new assisted living communities focusing on program development and compliance

Administrator**May 2017 - May 2018**

Vista View Care Center

(25 resident Hospital Back-Up and Skilled Nursing Community)

- 5 Star Rated Community
- High Acuity Resident Population – ventilators, wound care, dialysis
- 2017 – 2 deficiency survey

Assistant Administrator**May 2016 - May 2017**

Cherry Creek Nursing Center

(218 resident skilled nursing community)

- Brought community from a 1 star to 4 star rating.
- Eliminated use of nursing agency.
- Responsible for Pay for Performance
- 2 deficiency survey

Health Compliance Inspector**April 2015 – May 2016**

Colorado Department of Public Health and Environment

- Perform Annual Nursing Home Surveys according to QIS
- Perform Complaint Surveys
- SMQT Certified

Executive Director**Sept. 2009 – Jan. 2012**

Keystone Place at Legacy Ridge, Westminster, CO

(83 Independent Living Apts, 64 Assisted Living Apts, 13 Memory Care Apts)

- Construction oversight including obtainment of Certificate of Occupancy and Life Safety Code
- Successful Medicaid certification for 20 assisted living Residents
- Over 50% pre-sold prior to opening IL

Additional Work History

- Nursing Home Administrator – Glen Ayr Health Center
- Nursing Home Administrator – Aspen Siesta
- Executive Director – Heritage Club of Aurora
- Director of Sales and Marketing – Evangelical Manor
- Executive Director/ Administrator – Life Care Services, LLC
- Interim Executive Director – Capital Senior Living
- Director Community Relations – Clare Oaks Retirement Community
- Nursing Home Administrator – La Jolla Care Center
- Administrator in Training – Country Villa Health Services
- Certified Therapeutic Recreation Specialist – Cedar Sinai Medical Center

Education and Licenses

- Assisted Living Administrator – Colorado
- Nursing Home Administrators License – Colorado #2269
- Leader in Dementia Care – Alzheimer’s Association: Colorado Chapter
- Certified Eden Alternative Associate
- Certified Therapeutic Recreation Specialist – 1990-2019
- Licensed Realtor – Colorado
- Surveyor Minimum Qualifications Test (**SMQT**).
- Bachelor of Science – University of North Carolina at Greensboro, Greensboro, NC
- Associate of Science – County College of Morris, Randolph, NJ

Memberships / Volunteer Experiences

- Alzheimer’s Association –2012, 2013, 2014, 2015 Planning Committee – Walk to End Alzheimer’s – Denver
- Alzheimer’s Association – Speaker’s Bureau 2014, 2015, 2016, 2017, 2018
- Alzheimer’s Association – The Longest Day 2020 – Planning Committee
- 2015 – Volunteer of the Year – Alzheimer’s Association

References

- Available upon request

Susan C. Gosney



PROFESSIONAL SUMMARY:

Seventeen plus years of experience as a Clinical Health Facility Surveyor for Long Term Care facilities. Efficient. Organized. Hard working. Dedicated. Flexible. Like to travel. Looking for a position in your organization.

LICENSE:

Registered Nurse license – Oklahoma Board of Nursing. License number 33656. Issued 09/06/79. Expires 12/31/20.

SKILL HIGHLIGHTS:

- Surveyor Minimum Qualifications Test – 08/2003.
- Thorough knowledge of Aspen Central Office, ASE-Q and the LTCSP tool.
- Thorough knowledge of Principles of Documentation for writing deficiencies in the CMS Statement of Deficiencies, Form 2567.
- Thorough knowledge of the State Operations Manual Appendix P, Appendix PP and Appendix Q.
- Thorough knowledge of the Long Term Care Survey Process and proficient in all tasks of recertification surveys.
- Thorough knowledge and skill in conducting LTC complaint investigations.
- National Certified Investigator & Inspector Training – initial course taken in 2006 and repeat courses in 2011 and 2015.
- CDC Nursing Home Infection Control Preventionist training course – 2020
- CDC's Antibiotic Stewardship Training Series – 05/2020

PROFESSIONAL EXPERIENCE:

06/2020 to current: Health Facilities Surveyor for CertiSurv, LLC., Columbia, TN

04/01/2019 to 06/2020: Senior Health Facility Surveyor for Healthcare Management Solutions LLC, 1000 Technology Dr, Suite 1310, Fairmont, WV 26554:

Responsibilities: Conduct Long Term Care recertification/complaint surveys and Focused Infection Control surveys for state survey agencies across the United States and conduct Long Term Care comparative surveys for the Centers for Medicare & Medicaid Services Regional Offices. Write deficiencies for the Statement of Deficiencies (CMS Form 2567) and complete complaint reports when applicable, using the Principles of Documentation and the writing guides for the state/CMS. Maintain current knowledge of survey protocol and federal regulations.

08/2018 to 03/31/19: Contract Health Facility Surveyor for Providigm, LLC, Denver CO.

Responsibilities: Conduct Long Term Care recertification/complaint surveys for state survey agencies. Write deficiencies for the Statement of Deficiencies (CMS Form 2567) and complete complaint reports when applicable. Plan/schedule travel and other logistics for surveys in remote locations across the United States.

11/2002 to 09/2018: Clinical Health Facility Surveyor with the Oklahoma State Department of Health (OSDH), Oklahoma City, OK:

05/2018 to 09/2018: Supervisor of Long Term Care survey team (See responsibilities below.)

11/2013 to 05/2018: Supervisor of Intermediate Care Facilities for Individuals with Intellectual Disabilities survey team. (I continued to work frequently with LTC teams to conduct nursing home surveys and complaint investigations. I have worked exclusively with nursing home teams since 09/2017 while continuing supervisory responsibilities for the ICF/IID team.)

04/2007 to 11/2013: Supervisor of Long Term Care team. Scheduled surveys, survey follow-ups and complaint investigations to meet CMS/OSDH mandates. Prepared and reviewed required reports according to OSDH timelines. Consulted and interacted with facility staff regarding survey/investigation requirements and details. Attended required OSDH training and completed required CMS training online. Managed traditional/QIS /LTCSP surveys and complaint investigations as needed/required. Made team member assignments, handled personnel issues and completed performance evaluations.

11/2002 to 04/2007: Clinical Health Facility Surveyor team member. Acted as survey team leader as needed.

01/1995 to 11/2002: Director of Nurses – Fairview Fellowship Home, Fairview, OK:

Knowledge and implementation of federal/state regulations. Supervision of all aspects of nursing care/services for up to 136 residents who resided in the long term care facility. Staff hiring, disciplinary actions and terminations. Scheduled up to 90 staff (RNs, LPNs, CMAs and CNAs) to cover staffing needs/requirements. Conducted nursing and facility in-services. Completed staff performance evaluations. Knowledge of the survey process and interacted with state survey teams during surveys and complaint investigations.

10/1979 to 01/1995: Staff RN - Director of Nurses – Drug Room Supervisor – Fairview Hospital, Fairview, OK

EDUCATION:

05/1979 – Bachelor of Science in Nursing degree. Central State University (now the University of Central Oklahoma), Edmond, OK.

REFERENCES:

- Karen Gray, Health Facility Surveyor/QA, Healthcare Management Solutions, LLC. grayrk@hughes.net
- Patricia Smith SLP, Clinical Health Facility Surveyor – OSDH – ICF/IID surveyor since 10/2013. pattys.2@icloud.com
- Rhonda McComas RN– OSDH – Supervisor of LTC survey team – 13 years of experience as CHFS. rbmcc64@gmail.com

Tracye Howse



Summary: I have worked as a Registered Nurse for 33 years, I graduated from Southern Arkansas University- Magnolia in May 1987 with an Associate of Science in Nursing. I have worked in many areas of Nursing over the years, but Long-Term care is near and dear to my heart.

Work History:

12/27/09-12/21/16: Arkansas Department of Health, In- Home Services: Home Health and Hospice. Team Leader- Duties-home visits, scheduling all visits for Staff, ordering supplies, holding staff meetings for Union Co. Reviewing charts, writing plan of corrections. In August 2016 it was announced that the In-home services were to be sold. Eventually the In-home services were sold to Kindred Healthcare.

11/1/15-11/30/17: Timberlane Health and Rehab., Nurse Manager Weekends- Attended to staffing, auditing charts, dealing with Employees, Residents and Resident families. I resigned when I accepted a position as a State Surveyor.

12/22/16-12/02/17: Arkansas Dept of Health Union County Health Unit- Providing immunizations, family planning services, WIC services. I was the Case Manager for Maternity Care, Sexually Transmitted Diseases, NBS (which covered measles, mumps, hepatitis, tick fever) and Family Planning.

12/4/17-Present: Arkansas Department of Human Services, RN Surveyor. SMQT certified, working throughout the state of Arkansas completing Annual, Complaint, Infection Control, and follow-up visits.

12/23/20-Present: Certisurv, RN Surveyor. SMQT certified. I Work Complaints, Focused Infection Control Surveys and Recertifications as needed.

References:

Melissa Slaughter Nurse Manager, Training Coordinator for the Office of Long-Term Care, State of Arkansas

April Munn, Health Facility Surveyor, Office of Long-Term Care, State of Arkansas 954 Cherry Street, Perryville, AR 72126 (501)514-0696

Sylvia Rather RN Surveyor, Office of Long-Term Care, State of Arkansas, 11 Billstown Road, Delight, AR 71940 (501) 538-7891

Dianne Fish RN, Dept. of Health, 566 Porterville Rd, Sarepta, LA 71071

Russell Carroll, RPh, ASCP, BCGP

Objective Consultant position in a professional organization where extensive knowledge of medication management, regulatory requirements, and interaction with multiple health care disciplines and other organizations are required

Experience **Health Facilities Surveyor**

CertiSurv, LLC., Columbia, TN
December 2019 – present

Consultant Pharmacist

Neil Medical Group, Kinston, NC
July 1 2013 – present

- Conduct medication regimen reviews for skilled nursing, assisted living, group homes, and hospice facilities to ensure compliance with standards of pharmacy practice and regulatory guidelines
- Provide written recommendations of findings to attending physicians, directors of nursing, administrators, and medical directors
- Participate in quality assurance meetings
- Provide professional interaction with medical directors and attending physicians
- Assist facilities in development of policies and procedures
- Provide in-service training and drug information to nursing staff
- Conduct medication pass observations of nursing staff
- Conduct inspection of all medication storage areas
- Conduct controlled drug audits
- Provide professional support to facilities during and after surveys

Facility Survey Consultant

North Carolina Division of Health Service Regulation, Nursing Home Licensure and Certification Section
May 15, 2008 – June 30, 2013

- Perform licensure, certification, and complaint surveys of nursing home providers to assure compliance with State and Federal Regulations
- Perform assessment of nursing home providers to assure compliance with professional standards of practice
- Prepare facility Statement of Deficiencies based on observations, record reviews, and interviews obtained during on-site survey activities

- Organize all documents relative to survey activities
- Review plans of correction submitted by providers to ensure compliance with Federal criteria
- Submit enforcement packets to the Centers for Medicare and Medicaid Services to ensure enforcement actions are communicated in a timely manner
- Prepare administrator and complainant letters
- Provide clarification and information to the public and providers on the Licensure and Certification process, requirements, and interpretations
- Receive complaints and concerns from the public for investigation
- Respond to written requests for information by the public, providers, and other agencies
- Serve on the Informal Dispute Resolution panel
- Serve as team leader for surveys on a rotating basis
- Provide training for new facility surveyors
- Provide drug information to other facility surveyors

Clinical Coordinator

Omnicare, Inc., Wilson, NC

2003 – 2008

- Supervise pharmacy consultants, nurse consultants, and quality assurance technicians
- Coordinate implementation of clinical programs for disease management and therapeutic interchange
- Participate with management in implementation of Medicare Part D
- Participate in scheduled management meetings
- Conduct medication regimen reviews for skilled nursing and assisted living facilities to ensure compliance with standards of pharmacy practice and regulatory guidelines
- Provide written recommendations of findings to attending physicians, directors of nursing, administrators, and medical directors
- Participate in quality assurance meetings
- Provide professional interaction with medical directors and attending physicians
- Assist facilities in development of policies and procedures
- Provide in-service training and drug information to nursing staff
- Provide professional support to facilities during and after surveys
- Precept pharmacy students and interns

Clinical Coordinator

NCS HealthCare, Inc., Benson, NC

2000 - 2003

- Supervise pharmacy consultants, nurse consultants, and quality assurance technicians

- Coordinate implementation of clinical programs for disease management and therapeutic interchange
- Participate in scheduled management meetings
- Conduct medication regimen reviews for skilled nursing and assisted living facilities to ensure compliance with standards of pharmacy practice and regulatory guidelines
- Provide written recommendations of findings to attending physicians, directors of nursing, administrators, and medical directors
- Participate in quality assurance meetings
- Provide professional interaction with medical directors and attending physicians
- Assist facilities in development of policies and procedures
- Provide in-service training and drug information to nursing staff
- Provide professional support to facilities during and after surveys
- Precept pharmacy students and interns

Consultant Pharmacist

Medstar Pharmacy Inc., Benson, NC

1996 – 2000

- Conduct medication regimen reviews for skilled nursing and assisted living facilities to ensure compliance with standards of pharmacy practice and regulatory guidelines
- Provide written recommendations of findings to attending physicians, directors of nursing, administrators, and medical directors
- Participate in quality assurance meetings
- Provide professional interaction with medical directors and attending physicians
- Assist facilities in development of policies and procedures
- Provide in-service training and drug information to nursing staff
- Provide professional support to facilities during and after surveys
- Assist company president with marketing and customer service
- Precept pharmacy students and interns

Pharmacy Manager

Rite Aid Pharmacy, Angier, NC

1988 -1996

- Fill prescriptions, monitor for drug interactions and adverse drug reactions, counsel patient on prescription and over-the-counter medications, monitor Medicaid and other third-party prescriptions for compliance with program requirements and billing procedures, communicate with physicians and other health professionals, provide drug information, manage inventory, train and supervise pharmacy technicians, instruct pharmacy students and interns

Consultant Pharmacist

Southern Wake Hospital/SNF, Fuquay-Varina, NC

1985 – 1995

- Skilled Nursing Unit – develop policy and procedures and monitor implementation for new skilled nursing unit, train nursing personnel, conduct medication regimen reviews to ensure compliance with state and federal regulatory guidelines and standards of pharmacy practice, provide written reports of findings and recommendations to attending physicians, Administrator, Director of Nursing, and Medical Director, serves as interdisciplinary team member on facility committees, provide drug information to nursing staff and physicians, provide in-service training to nursing staff, observe medication passes, inspect drug storage areas, audit documentation of medication administration, audit controlled substances, assist facility during surveys, assist with plans of correction
- Acute Care Unit – conduct medication regimen reviews for acute care patients and report findings to physicians, Administrator, Director of Nursing, and Medical Director, inspect medication room, emergency room, and surgical units for proper medication storage, audit documentation of medication administration, audit controlled substances

Pharmacy Manager

Rite Aid Pharmacy, Fuquay-Varina, NC

1982 -1988

- Hire and train staff for opening of new pharmacy, coordinate presentations to area Chamber of Commerce and civic organizations to promote new pharmacy, determine initial inventory needs, fill prescriptions, monitor for drug interactions and adverse drug reactions, counsel patient on prescription and over-the-counter medications, monitor Medicaid and other third-party prescriptions for compliance with program requirements and billing procedures, communicate with physicians and other health professionals, provide drug information, manage inventory, train and supervise pharmacy technicians, instruct pharmacy students and interns

Staff Pharmacist

Wake Medical Center, Raleigh, NC

1978 – 1981

- Fill outpatient prescriptions for emergency room, outpatient clinics, and hospital employees, fill medication orders for inpatient and special care units, compound IV medications, monitor for drug interactions and adverse drug reactions, counsel patients and hospital employees on prescription and over-the-counter medications, communicate with physicians and other health professionals, provide drug information to physicians and hospital staff, supervise pharmacy technicians, instruct pharmacy students, conduct audits for the County Home, Wake Alcoholism Treatment Center, and four satellite hospitals in adjacent cities

Education University of North Carolina, Chapel Hill
1973 – 1978
Bachelor of Science, Pharmacy
Dean’s List

Certifications Board Certified Geriatric Pharmacist
American Society of Consultant Pharmacists
SMQT (Surveyor Minimum Qualifications Test) Qualification
CMS QIS Certification
National Council on Licensure, Enforcement, and Regulation Certified Investigator/Inspector

Civic Interests and Hobbies Board of Directors Fuquay Swim Club, Rotary International, Red Cross Blood Drive Chairman, golf, UNC sports, fishing, gardening, carpentry

References [REDACTED], Director, WellCare
1120 Alcott Court, Raleigh, NC 27609
[REDACTED]

[REDACTED], Branch Manager, DHSR
2711 Mail Service Center, Raleigh, NC 27699
[REDACTED]

[REDACTED], Pharm. D
Center Street Pharmacy, Peak Resources
781 Center Street, Apex, NC 27502
[REDACTED]

Michelle R. Siegrist, BSN, RN

Summary

- Highly analytical, supremely detail-oriented nursing/business professional with over 15 years of combined regulatory, patient safety, performance improvement/quality assurance, and risk management experience
- Primary business objective is to utilize exceptional communication, organizational, interpersonal, and administrative skills in a healthcare-related support position

Career Experience

CertiSurv - Quality Assurance Reviewer (December 2020 – present)

- Review documentation associated with health facility surveys, including proper application of principles of documentation and support for citations
- Finalize survey package for delivery to state agencies

Colorado Department of Public Health & Environment – Nurse Compliance Inspector – Occurrences (December 2015 – present)

- Act as resource, educator, and interpreter of licensure standards and federal regulations for service providers
- Analyze facts, evidence, and precedents to evaluate reports of potential violations by service providers
- Utilize experience and judgment to determine the adequacy of response and intervention by service providers
- Prepare publicly-available summaries of reported events that are clear, concise, and legally defensible

Colorado Department of Public Health & Environment - Nurse Compliance Inspector (May 2014 – December 2015)

- Surveyed long-term-care facilities operating under Medicare and Medicaid directives to obtain data on the quantity and quality of medical, administrative and social services provided by examining records and reports, interviewing physicians, administrators, employees and residents, and observing the quality of resident existence in the facility
- Prepared survey reports concerning the compliance status with state and federal regulations of a facility's services and living conditions, providing education to healthcare staff when needed
- Served on Informal Dispute Resolution panel

Children's Hospital of Colorado – RN Clinical Risk Management Coordinator (April 2013 – May 2014)

- Responsible for analyzing the human, organizational and system factors contributing to adverse events, working with the Risk Director and operational and medical leadership to identify and promote risk reduction strategies that promote patient safety and reduce risk exposure
- Served as an internal consulting liaison and resource for Patient Care Services, Pediatric Medicine, Surgical Medicine, Psychiatry, Pathology, Anesthesiology, Audiology, Rehabilitation Medicine and Diagnostic Imaging in clinical risk reduction initiatives
- Collaborated with the Patient Safety Department in the identification of Serious Safety Events (SSE's)
- Evaluated occurrences to determine if elements for state reporting and/or Safe Medical Devices Act reporting are met, respond to requests for administrative review of grievances, identify Potentially Compensable Events to include on the loss-run and manage settlement claims

Centura Health – St. Anthony & OrthoColorado Hospital – RN Patient Safety Manager (April 2012 – April 2013)

- Managed liability claims submission in collaboration with Centura Risk Management staff
- Coordinated and submitted yearly Clinical Risk Management Incentive Plan to sponsoring entity, including a risk management gap analysis and storyboards detailing improvement projects in the areas of employee, environmental, and patient safety
- Referred issues to the Medical Staff Office for peer review, credentialing, and coordinated investigative actions
- Managed the Patient Relations Department, responding to in-house, telephonic and mailed complaints and grievances, ensuring compliance with regulatory timelines for their handling

- Submitted post-investigative reports regarding medical device malfunction/misuse to the FDA
- Designed and implemented educational offerings to facilitate understanding and implementation of patient safety standards in the organization
- Developed and presented comprehensive reports to the Quality Board on occurrence rates, serious safety events, state occurrence reporting, Root Cause Analyses (RCA's), risk management items and patient safety goals

Centura Health – St. Anthony and OrthoColorado Hospital – RN Patient Safety Specialist (June 2011 – April 2012)

- Managed the occurrence reporting system, monitoring adverse events for appropriate follow-up and trends
- Reported serious adverse events to local and corporate directors and appropriate regulatory agencies
- Consulted with managers, directors and other staff to analyze data, identify variances from best practice and determine how to minimize risk and optimize patient safety
- Facilitated Root Cause Analyses and Critical Event Analyses for serious adverse events, developing action plans to correct the breakdown in systems/processes, mitigate potential and actual professional liability and reduce harm to patients and staff
- Trained staff to identify potential reportable events
- Oriented new staff regarding patient safety and risk management functions of the Patient Safety Department

Visiting Nurse Association (Denver, CO) – Performance Improvement/Quality Assurance Coordinator (November 2009 – June 2011)

- Provided support, education and consultation to clinical management on all regulatory compliance, including state licensure standards and CHAP accreditation standards
- Managed all complaint and occurrence reporting, including maintaining and updating logs, preparing and disseminating quarterly reports, analyzing data for trends and working with staff to implement improvements
- Assisted with policy and procedure development/review to ensure compliance with applicable regulations

Denver Health, Rocky Mtn Poison & Drug Center – Quality Control Nurse (February 2008 – June 2009)

- Triaged call center reports and performed quality control review of adverse event drug and product complaint reporting for Pfizer, ensuring the reports met FDA content requirements and submission deadlines
- Identified inaccurate/discrepant report information, trended data, and educated call center staff when needed

State of Kansas, Department on Aging – Health Facility Surveyor I (February 2004 – February 2008)

- Surveyed nursing homes and assisted living facilities operating under Medicare and Medicaid directives to obtain data on the quantity and quality of medical, administrative, and social services provided by examining records and reports, interviewing physicians, administrators, employees, and residents, and observing the quality of resident existence in the facility
- Prepared survey reports concerning the compliance status with state and federal regulations of a facility's services and living conditions, providing education to healthcare staff when needed

MCI WorldCom (Atlanta, Georgia) – Commissions Analyst (November 2000 – May 2002)

- Developed analytical tools in order to audit annual commission disbursements of \$9 million
- Aided conflict resolution between national sales and human resources departments in Europe, the Middle East, and Asia to ensure commission compensation accuracy for 700+ sales representatives
- Uncovered calculation detail systems error, saving the department over 5% in commission payout costs

Shepherd Center (Atlanta, Georgia) – R.N./Patient Care Coordinator (August 1998 - November 2000)

- Managed the health status of spinal-cord-injured patients and patients with neurological disorders
- Trained newly-hired nurses in patient care protocol and hospital policy as a Clinical Coach
- Assumed charge nurse duties in absence of clinical manager, supervising 4-5 nurses, 4-5 nursing assistants, and up to 32 patients

Education

- **Bachelor of Science in Nursing** at Kennesaw State University in Marietta, GA, 1998, GPA 3.43
- **R.N. Licensure** obtained in 1998; multistate license

Cheryl W Romanow, RN

EDUCATION

Armstrong State College, Savannah, GA, graduated with BSN
Georgia Southern University, Statesboro, GA, 15 quarter hours completed toward MSN

EMPLOYMENT

October 2019 to present *Quality Assurance Reviewer & Health Facilities Surveyor, CertiSurv, LLC., Columbia, TN*

August 2009 to January 2019 *Centers for Medicare and Medicaid Services, Dallas Regional Office
Nurse Consultant, GS-13 series*

I currently work for the Dallas RO conducting LTC surveys for the states monitored by this RO (TX, NM, OK, AR and LA). I am QIS certified and the ASPEN/QIS technical lead for the Survey and Certification Division. I have worked closely with the QIS states in this region embedding with the SA teams during their annual recertification surveys and performing FOQIS surveys. Together with the SA IT personnel, we have found ways for the RO and SA computers to exchange information as needed during these QIS and FOQIS surveys. I have attended several training sessions with ASPEN and the QIES Technical Conference in Baltimore in 2010. I have always been willing to be flexible in scheduling my work travel to better serve the RO in a more cost effective way. I have opted, when feasible, to stay in an area to be able to back-to-back surveys to save on travel costs. I am also certified to survey ESRD and Hospitals.

2004-February, 2009 *Federal Contract Long Term Care Surveyor, Ascellon Corporation, Baltimore, MD, promoted to Senior Surveyor in May, 2008*

I worked on a contract with Centers for Medicare and Medicaid Services completing comparative surveys nation-wide. This involved following the State Operations Manual for the survey process and evaluating the facility services based on the federal regulations. The results of these surveys were entered into ASPEN in a deficiency report. I was team lead on these surveys >50% of the time. A comparative database was developed after the surveys to compare the results of the State Agency survey to the Federal Contract survey. I participated in conference calls with the Regional Offices and the State Agencies to discuss the findings of the surveys. I was called on to precept new surveyors and helped to develop guidelines for surveying, computer usage and investigative protocols for the teams.

2002-2004 *Utilization Review Specialist Alternative Care, CareFirst Blue Cross/Blue Shield, Baltimore, MD*

I worked as a UR Specialist for the Alternative Care unit – long term care, rehab, and pediatric hospitals. I was responsible for authorizing stays in these facilities based on need. I worked with the physicians at CareFirst in the event of a denial of services. I performed these duties telephonically.

1999-2001 *Facility Consultant I, Division of Facility Services, LTC, State of NC, Black Mountain, NC*

I worked as a surveyor/complaint investigator in Long Term Care/Licensure & Certification branch. I was responsible for onsite surveying as part of a team and independently, compiling deficiency reports in ASPEN (2567L and 2567B), participated in Informal Dispute

Resolutions as Chairperson as well as panel member, chaired committee responsible for redistribution of facilities in western North Carolina between 5 teams, put packets together for survey, coordinated surveys at times, and was named as member of "100 Hour Club" for the past 2 years (over 100 hours in facilities).

1986-1999 *Admissions Coordinator/Case Manager/Staff Nurse/Unit Clerk, St Joseph/Candler Health System, Savannah, GA*

I worked in various positions in both hospitals and home health division of health system. The last year of employment I was a Case Manager dealing with Medicare, Medicaid and private insurance companies for hospital admission and length of stay reimbursement. For the three years prior to that, I was an Admissions Coordinator for home health. I was responsible for admission assessments for eligibility for home health services, establishing a plan of care and creating a medical records file on the patient. I have experience in the acute care setting in orthopedics, neurology, urology and post surgery/procedure.

1976-1984 *Executive Secretary/Case Worker, Community Cardiovascular Council (CCC), Savannah, GA*

The CCC is a non-profit agency collecting data for the prevention of cardiovascular disease for the citizens of southeast Georgia. I coordinated blood pressure screenings in the community, secretarial functions, verified eligibility for participation in sliding scale fee based clinics, conducted public education seminars, collected data for statistical purposes, and was responsible for a quarterly newsletter.

COMPUTER SKILLS

- Aspen software
- Microsoft Office
- Internet usage
- Developing step-by-step procedures for assorted computer functions (i.e., downloading upgrades and patches for ASPEN)



**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**

State of New Jersey Standard Terms and Conditions

(Rev: 10/21/19)

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

1.1 CONTRACT TERMS CROSSWALK

NJSTART Term	Equivalent Statutory, Regulatory and/or Legacy Term
Bid/Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws 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 bidder 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 bidder 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 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 Executive Order 151, August 28, 2009, attached) 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.

2.3 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 bidder's signature on [this proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [this 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 bidder'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 [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.4 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.

2.5 MACBRIDE PRINCIPLES

The bidder 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.

2.6 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, 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 or 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.

2.7 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/>.

2.8 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).

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;

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;

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;

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;

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

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.

2.9 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.

2.10 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.

2.11 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.

2.12 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.

3. 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 NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 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 at (609) 292-9464.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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 and the contractor shall be required to so certify.

3.8 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14, 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>.

4. 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 cancelation shall be emailed to the State at:

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.
 - A. This \$1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and
 - B. 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 have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. 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 CONTRACT AMOUNT

The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

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.

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 Vendor {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 OR ASSIGNMENT

- A. 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; and
- B. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 MERGERS, ACQUISITIONS

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.

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

The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless a longer period is required by law. Such records shall be made available to the State, including the Comptroller, for audit and review.

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.

6. 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 original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid 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; 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 Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

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. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section 7 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 PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. 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.

- A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
 - 1. Paper and paper products listed in 40 C.F.R. 247.10;
 - 2. Certain vehicular products as listed in 40 CFR 247.11;
 - 3. Certain construction products listed in 40 C.F.R. 247.12;
 - 4. Certain transportation products listed in 40 C.F.R. 247.13;
 - 5. Certain park and recreation products, 40 C.F.R. 247.14;
 - 6. Certain landscaping products listed in 40 C.F.R. 247.15;
 - 7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
 - 8. Other miscellaneous products listed in 40 C.F.R. 247.17.

- B. As defined in 40 CFR 247.3, "recovered material" means:
 - 1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
 - 2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
 - a. Postconsumer materials such as --
 - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
 - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
 - b. Manufacturing, forest residues, and other wastes such as --

- i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
- ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
- iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
- iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
- v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

7.2 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."

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.

7.3 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 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.4 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 include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.5 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.

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

Contracts and subgrants of amounts in excess of \$ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7.7 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7.8 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.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form 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).

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

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.

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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.

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 <http://NJ.gov>/<http://NJ.gov/JobCentralNJ>;
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

(Rev: 10/21/19)

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



Signature

6/19/2020
Date

Robert Feurer

Print Name and Title

Cert. Surv, LLC

Print Name of Contractor

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

- A. WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS** - 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 (“Waivered Contracts”). The terms in this Supplement modify the terms of the New Jersey Division of Purchase and Property’s Standard Terms and Conditions as may be updated from time to time (“Standard Terms and Conditions”). The combined terms of the Standard Terms and Conditions and this Supplement, in addition to the terms and conditions set forth in the Request for Proposal, Request for Quotation, and/or other agency request (“Solicitation”), if applicable, shall prevail over any conflicts set forth in or incorporated by reference into a contractor’s proposal submitted in response to a Solicitation including any standard license, service or other agreement (“Contractor Standard Form Agreement”).

The “Contract” shall consist of this Supplement, the Standard Terms and Conditions, the Solicitation, and the proposal submitted by the contractor.

The Standard Terms and Conditions are hereby incorporated by reference. Section numbering of the changes and additions enumerated below continue the number scheme of the Standard Terms and Conditions.

- B. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL GOODS, SERVICES, AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:**

2.13 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 proposal. A contractor’s failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a Contract to said contractor 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 receipt of the proposal. 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 proposal.

In the alternative, to comply with this section, 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.

2.14 PROHIBITED INVESTMENT 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.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

2.15 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.

2.16 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.

2.17 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the Solicitation, 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.

2.18 COLLECT ON DELIVERY (C.O.D) TERMS

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

2.19 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:

- A. 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
- B. 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.

2.20 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.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

- 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 Standard Terms and Conditions, 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.

2.21 NEWS RELEASES & ADVERTISING

- A. 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.
- B. 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.

2.22 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.

3.8 PERFORMANCE SECURITY

If performance security is required, such security must be submitted with the bid in the amount listed in the Solicitation. 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.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

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.

3.9 RETAINAGE

If retainage is required on the Contract as stated in the Solicitation, 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.

3.10 SUBCONTRACTOR UTILIZATION PLAN

A contractor that will subcontract any of the work or services to be provided under the Contract shall submit to the agency along with its proposal a Subcontractor Utilization Plan located at the following webpage: <http://www.state.nj.us/treasury/purchase/forms/subcontracting.pdf>. See also Section 5.8 of the Standard Terms and Conditions.

5.17 CONFIDENTIALITY

- a. The State's obligation to maintain the confidentiality of the contractor's confidential information provided to the State under the Contract is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena.
- b. By virtue of the Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose only information that is required for the performance of their obligations under the Contract. The 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 ("Contractor Confidential Information"). Notwithstanding the previous sentence, the contractor acknowledges the terms and pricing of the Contract are subject to disclosure under OPRA, the New Jersey 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 in any form whatsoever 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

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
(Rev. 6/14/2018)**

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 parties agree to hold each other's Confidential Information in confidence, using at least the same degree of care in doing so that it uses to protect its own confidential information.
- f. In the event that the State receives a request for Contractor Confidential Information related to the Contract pursuant to a court order, subpoena, lawful document request or other operation of law, the State agrees, if permitted by law, to provide the contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such request. The contractor shall take any action it deems appropriate to protect its documents and/or information.
- g. In addition, in the event the contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, the contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and the contractor's intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the contractor of its obligation to take action to protect such information if the contractor is aware of a legal reason to do so.
- h. Notwithstanding the requirements of nondisclosure described in this Section 5.17, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and the contractor does not exercise its rights as described in subsection (f), or if the contractor is unsuccessful in defending its rights as described in subsection (f), or (iv) in the case of the contractor, if the contractor determines the documents or information are subject to disclosure and the State does not exercise its rights as described in subsection (g), or if the State is unsuccessful in defending its rights as described in subsection (g).

C. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS APPLICABLE TO SERVICES AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:

4.2 INSURANCE

The following paragraph D is added to section 4.2 of the Standard Terms and Conditions:

- D. Professional Liability Insurance: When it is common to the contractor's profession to do so, 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 the Contract. The insurance shall be in the amount of not less than \$5,000,000 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 the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.18 OWNERSHIP

Capitalized terms used but not defined are defined in Subsection D of this Supplement, below.

- a. Contractor Intellectual Property; COTS and Customized Software – The contractor retains ownership of all Contractor Intellectual Property, and any modifications thereto and derivatives thereof, that the contractor supplies to the State pursuant to the Contract. The contractor grants the State a non-exclusive, perpetual royalty-free license to use Contractor Intellectual Property delivered to the State for the purposes contemplated by the Contract.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

- b. Third Party Intellectual Property – Unless otherwise specified in the Solicitation that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, the contractor shall secure on the State’s behalf, in the name of the State and subject to the State’s approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the bid price. Under no circumstances will the State accept a license for Third Party Intellectual Property that contains terms and conditions that conflict with the terms and conditions of the Contract. If the contractor uses Third Party Intellectual Property, the contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. The contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the contractor, secured by the State as required by the Solicitation, or otherwise supplied by the State.
- c. Work Product; Custom Software – The State owns all Custom Software which shall be considered “work made for hire”, i.e., the State, not the contractor, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a “work made for hire” in accordance with the terms of the Contract, contractor, subcontractor, or third party hereby assigns to the State, or the contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.
- d. Work Product; Services – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the Services required under the Contract.
- e. State Intellectual Property – Data and Background Information. The State owns all State Intellectual Property and State data and background information provided to the contractor pursuant to the Contract. The State’s data and background information shall include, without limitation, all data, technical information, and materials provided to the contractor by the State to facilitate performance of the Contract, including but not limited to all reports, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents. The items described in the preceding sentence shall be delivered or returned to the State of New Jersey upon thirty (30) days’ notice by the State or thirty (30) days after the expiration or termination of the Contract. Only to fulfill the purposes of the Contract does the State grant the contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of State Intellectual Property and State data and background information. Notwithstanding anything to the contrary contained in the Terms and Conditions or this Supplement, no part of the State’s data will be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the Contract Manager. The State’s license to the contractor is limited by the term of the Contract and the confidentiality obligations set forth in Section 5.17 of this Supplement.
- f. No Rights – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by the contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a Third Party.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

D. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY WAIVERED CONTRACTS:

1.2 DEFINITIONS

The following definitions shall apply to information technology contracts:

- i. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
- ii. 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.
- iii. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
- iv. 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.
- v. 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.
- vi. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;
- vii. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
- viii. 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.
- ix. 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.
- x. 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.
- xi. 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.
- xii. 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.
- xiii. 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.
- xiv. 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.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
(Rev. 6/14/2018)**

2.10 COMPLIANCE - LAWS

The following is added to section 2.10 of the Standard Terms and Conditions:

COMPLIANCE – DATA AND PRIVACY LAWS – The contractor must comply with all State and Federal data and privacy laws, rules and regulations applicable to both the contractor and the State under the Contract.

4.1 INDEMNIFICATION

Section 4.1 of the Standard Terms and Conditions is deleted in its entirety and replaced with the following:

INDEMNIFICATION AND LIMITATION OF LIABILITY:

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:
 - i. 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 the Contract or the order; 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. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in these Standard Terms and Conditions.
 - 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) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will (1) promptly notify the contractor in writing of the claim or suit; (2) the contractor shall have control of the defense and settlement of any claim that is subject to subsection (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. Furthermore, neither the contractor nor any attorney engaged by the contractor shall defend the claim in the name of the State of New Jersey or any Agency, nor purport to act as legal representative of the State of New Jersey or any Agency, 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.
 - c) Notwithstanding the foregoing, the 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 the Contract with any product, device, or Software not supplied by the contractor; (2) the State's unauthorized alteration or modification of any product supplied under the Contract; (3) the contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides the contractor with such designs, specifications, requests, or instructions, the 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 or more designs, specifications, requests or instructions that

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

- 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 the contractor.
- d) The contractor will be relieved of its responsibilities under subsection (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.
 - e) This section states the entire obligation of the 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 the contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
 - f) 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.
 - g) The contractor agrees that any approval by the State or Using Agency 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.
 - h) 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(2) of this Supplement and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

2. 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(1)(a)(i) and (ii) of this Supplement which results in an unaffiliated third party claim. This is the contractor's exclusive remedy for these claims.

3. LIMITATION OF LIABILITY

- a) 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, the Contract for any and all claims, shall be limited in the aggregate to 200% of the fees paid to the contractor for the products or Services giving rise to such damages, except that such limitation of liability shall not apply to the following:
 - i. The contractor's indemnification obligations as described in Section 4.1(1) of this Supplement; and
 - ii. The contractor's breach of its obligations of confidentiality described in Section 5.17 of this Supplement; and
- b) The contractor shall not be liable for consequential or incidental damages.

5.11 CONTRACTOR PERFORMANCE WARRANTIES

Section 5.11 of the Standard Terms and Conditions is deleted in its entirety and replaced 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

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

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

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

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.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

5.19 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:

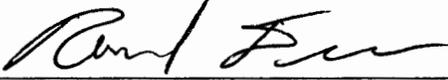
- a. **AUDIT NOTICE** – Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State's use of Contractor Intellectual Property, the contractor 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:
 - i. Director of the New Jersey Department of Treasury, Division of Purchase and Property:
Procurement Bureau, Technology Unit
P.O. Box 230
Trenton, NJ 08625-0230
 - ii. Chief of Staff of the New Jersey Office of Information Technology:
Office of the Chief Technology Officer
300 Riverview Plaza
Trenton, NJ 08625
 - iii. State Contract Manager.

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.

- b. **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.
- c. **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.
- d. **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.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

I HEREBY ACCEPT THE TERMS AND CONDITIONS
OF THIS CONTRACT



Signature

Robert Feurer, CEO

Print Name and Title

CertiSurv, LLC

Print Name of Contractor

6/19/2020

Date



**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**

State of New Jersey Standard Terms and Conditions

(Rev: 10/21/19)

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

1.1 CONTRACT TERMS CROSSWALK

NJSTART Term	Equivalent Statutory, Regulatory and/or Legacy Term
Bid/Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws 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 bidder 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 bidder 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 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 Executive Order 151, August 28, 2009, attached) 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.

2.3 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 bidder's signature on [this proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [this 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 bidder'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 [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.4 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.

2.5 MACBRIDE PRINCIPLES

The bidder 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.

2.6 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, 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 or 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.

2.7 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/>.

2.8 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).

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;

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;

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;

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;

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

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.

2.9 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.

2.10 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.

2.11 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.

2.12 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.

3. 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 NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 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 at (609) 292-9464.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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 and the contractor shall be required to so certify.

3.8 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14, 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>.

4. 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 uncopied 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 cancelation shall be emailed to the State at:

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.
 - A. This \$1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and
 - B. 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 have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. 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 CONTRACT AMOUNT

The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

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.

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 Vendor {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 OR ASSIGNMENT

- A. 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; and
- B. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 MERGERS, ACQUISITIONS

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.

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

The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless a longer period is required by law. Such records shall be made available to the State, including the Comptroller, for audit and review.

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.

6. 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 original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid 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; 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 Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

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. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section 7 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 PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. 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.

- A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
 - 1. Paper and paper products listed in 40 C.F.R. 247.10;
 - 2. Certain vehicular products as listed in 40 CFR 247.11;
 - 3. Certain construction products listed in 40 C.F.R. 247.12;
 - 4. Certain transportation products listed in 40 C.F.R. 247.13;
 - 5. Certain park and recreation products, 40 C.F.R. 247.14;
 - 6. Certain landscaping products listed in 40 C.F.R. 247.15;
 - 7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
 - 8. Other miscellaneous products listed in 40 C.F.R. 247.17.

- B. As defined in 40 CFR 247.3, "recovered material" means:
 - 1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
 - 2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
 - a. Postconsumer materials such as --
 - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
 - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
 - b. Manufacturing, forest residues, and other wastes such as --

- i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
- ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
- iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
- iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
- v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

7.2 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."

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.

7.3 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 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.4 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 include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.5 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.

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

Contracts and subgrants of amounts in excess of \$ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7.7 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7.8 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.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form 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).

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

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.

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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.

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 <http://NJ.gov>/<http://NJ.gov/JobCentralNJ>;
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

(Rev: 10/21/19)

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



Signature

6/19/2020
Date

Robert Feurer

Print Name and Title

Cert. Surv, LLC

Print Name of Contractor

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

- A. WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS** - 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 (“Waivered Contracts”). The terms in this Supplement modify the terms of the New Jersey Division of Purchase and Property’s Standard Terms and Conditions as may be updated from time to time (“Standard Terms and Conditions”). The combined terms of the Standard Terms and Conditions and this Supplement, in addition to the terms and conditions set forth in the Request for Proposal, Request for Quotation, and/or other agency request (“Solicitation”), if applicable, shall prevail over any conflicts set forth in or incorporated by reference into a contractor’s proposal submitted in response to a Solicitation including any standard license, service or other agreement (“Contractor Standard Form Agreement”).

The “Contract” shall consist of this Supplement, the Standard Terms and Conditions, the Solicitation, and the proposal submitted by the contractor.

The Standard Terms and Conditions are hereby incorporated by reference. Section numbering of the changes and additions enumerated below continue the number scheme of the Standard Terms and Conditions.

- B. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL GOODS, SERVICES, AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:**

2.13 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 proposal. A contractor’s failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a Contract to said contractor 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 receipt of the proposal. 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 proposal.

In the alternative, to comply with this section, 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.

2.14 PROHIBITED INVESTMENT 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.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

2.15 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.

2.16 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.

2.17 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the Solicitation, 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.

2.18 COLLECT ON DELIVERY (C.O.D) TERMS

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

2.19 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:

- A. 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
- B. 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.

2.20 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.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

- 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 Standard Terms and Conditions, 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.

2.21 NEWS RELEASES & ADVERTISING

- A. 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.
- B. 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.

2.22 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.

3.8 PERFORMANCE SECURITY

If performance security is required, such security must be submitted with the bid in the amount listed in the Solicitation. 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.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

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.

3.9 RETAINAGE

If retainage is required on the Contract as stated in the Solicitation, 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.

3.10 SUBCONTRACTOR UTILIZATION PLAN

A contractor that will subcontract any of the work or services to be provided under the Contract shall submit to the agency along with its proposal a Subcontractor Utilization Plan located at the following webpage: <http://www.state.nj.us/treasury/purchase/forms/subcontracting.pdf>. See also Section 5.8 of the Standard Terms and Conditions.

5.17 CONFIDENTIALITY

- a. The State's obligation to maintain the confidentiality of the contractor's confidential information provided to the State under the Contract is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena.
- b. By virtue of the Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose only information that is required for the performance of their obligations under the Contract. The 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 ("Contractor Confidential Information"). Notwithstanding the previous sentence, the contractor acknowledges the terms and pricing of the Contract are subject to disclosure under OPRA, the New Jersey 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 in any form whatsoever 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

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
(Rev. 6/14/2018)**

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 parties agree to hold each other's Confidential Information in confidence, using at least the same degree of care in doing so that it uses to protect its own confidential information.
- f. In the event that the State receives a request for Contractor Confidential Information related to the Contract pursuant to a court order, subpoena, lawful document request or other operation of law, the State agrees, if permitted by law, to provide the contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such request. The contractor shall take any action it deems appropriate to protect its documents and/or information.
- g. In addition, in the event the contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, the contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and the contractor's intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the contractor of its obligation to take action to protect such information if the contractor is aware of a legal reason to do so.
- h. Notwithstanding the requirements of nondisclosure described in this Section 5.17, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and the contractor does not exercise its rights as described in subsection (f), or if the contractor is unsuccessful in defending its rights as described in subsection (f), or (iv) in the case of the contractor, if the contractor determines the documents or information are subject to disclosure and the State does not exercise its rights as described in subsection (g), or if the State is unsuccessful in defending its rights as described in subsection (g).

C. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS APPLICABLE TO SERVICES AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:

4.2 INSURANCE

The following paragraph D is added to section 4.2 of the Standard Terms and Conditions:

- D. Professional Liability Insurance: When it is common to the contractor's profession to do so, 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 the Contract. The insurance shall be in the amount of not less than \$5,000,000 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 the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.18 OWNERSHIP

Capitalized terms used but not defined are defined in Subsection D of this Supplement, below.

- a. Contractor Intellectual Property; COTS and Customized Software – The contractor retains ownership of all Contractor Intellectual Property, and any modifications thereto and derivatives thereof, that the contractor supplies to the State pursuant to the Contract. The contractor grants the State a non-exclusive, perpetual royalty-free license to use Contractor Intellectual Property delivered to the State for the purposes contemplated by the Contract.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

- b. Third Party Intellectual Property – Unless otherwise specified in the Solicitation that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, the contractor shall secure on the State’s behalf, in the name of the State and subject to the State’s approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the bid price. Under no circumstances will the State accept a license for Third Party Intellectual Property that contains terms and conditions that conflict with the terms and conditions of the Contract. If the contractor uses Third Party Intellectual Property, the contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. The contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the contractor, secured by the State as required by the Solicitation, or otherwise supplied by the State.
- c. Work Product; Custom Software – The State owns all Custom Software which shall be considered “work made for hire”, i.e., the State, not the contractor, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a “work made for hire” in accordance with the terms of the Contract, contractor, subcontractor, or third party hereby assigns to the State, or the contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.
- d. Work Product; Services – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the Services required under the Contract.
- e. State Intellectual Property – Data and Background Information. The State owns all State Intellectual Property and State data and background information provided to the contractor pursuant to the Contract. The State’s data and background information shall include, without limitation, all data, technical information, and materials provided to the contractor by the State to facilitate performance of the Contract, including but not limited to all reports, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents. The items described in the preceding sentence shall be delivered or returned to the State of New Jersey upon thirty (30) days’ notice by the State or thirty (30) days after the expiration or termination of the Contract. Only to fulfill the purposes of the Contract does the State grant the contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of State Intellectual Property and State data and background information. Notwithstanding anything to the contrary contained in the Terms and Conditions or this Supplement, no part of the State’s data will be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the Contract Manager. The State’s license to the contractor is limited by the term of the Contract and the confidentiality obligations set forth in Section 5.17 of this Supplement.
- f. No Rights – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by the contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a Third Party.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

D. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY WAIVERED CONTRACTS:

1.2 DEFINITIONS

The following definitions shall apply to information technology contracts:

- i. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
- ii. 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.
- iii. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
- iv. 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.
- v. 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.
- vi. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;
- vii. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
- viii. 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.
- ix. 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.
- x. 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.
- xi. 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.
- xii. 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.
- xiii. 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.
- xiv. 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.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
(Rev. 6/14/2018)**

2.10 COMPLIANCE - LAWS

The following is added to section 2.10 of the Standard Terms and Conditions:

COMPLIANCE – DATA AND PRIVACY LAWS – The contractor must comply with all State and Federal data and privacy laws, rules and regulations applicable to both the contractor and the State under the Contract.

4.1 INDEMNIFICATION

Section 4.1 of the Standard Terms and Conditions is deleted in its entirety and replaced with the following:

INDEMNIFICATION AND LIMITATION OF LIABILITY:

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:
 - i. 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 the Contract or the order; 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. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in these Standard Terms and Conditions.
 - 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) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will (1) promptly notify the contractor in writing of the claim or suit; (2) the contractor shall have control of the defense and settlement of any claim that is subject to subsection (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. Furthermore, neither the contractor nor any attorney engaged by the contractor shall defend the claim in the name of the State of New Jersey or any Agency, nor purport to act as legal representative of the State of New Jersey or any Agency, 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.
 - c) Notwithstanding the foregoing, the 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 the Contract with any product, device, or Software not supplied by the contractor; (2) the State's unauthorized alteration or modification of any product supplied under the Contract; (3) the contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides the contractor with such designs, specifications, requests, or instructions, the 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 or more designs, specifications, requests or instructions that

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

- 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 the contractor.
- d) The contractor will be relieved of its responsibilities under subsection (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.
 - e) This section states the entire obligation of the 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 the contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
 - f) 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.
 - g) The contractor agrees that any approval by the State or Using Agency 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.
 - h) 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(2) of this Supplement and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

2. 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(1)(a)(i) and (ii) of this Supplement which results in an unaffiliated third party claim. This is the contractor's exclusive remedy for these claims.

3. LIMITATION OF LIABILITY

- a) 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, the Contract for any and all claims, shall be limited in the aggregate to 200% of the fees paid to the contractor for the products or Services giving rise to such damages, except that such limitation of liability shall not apply to the following:
 - i. The contractor's indemnification obligations as described in Section 4.1(1) of this Supplement; and
 - ii. The contractor's breach of its obligations of confidentiality described in Section 5.17 of this Supplement; and
- b) The contractor shall not be liable for consequential or incidental damages.

5.11 CONTRACTOR PERFORMANCE WARRANTIES

Section 5.11 of the Standard Terms and Conditions is deleted in its entirety and replaced 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

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

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

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

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.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

5.19 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:

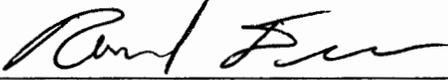
- a. **AUDIT NOTICE** – Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State's use of Contractor Intellectual Property, the contractor 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:
 - i. Director of the New Jersey Department of Treasury, Division of Purchase and Property:
Procurement Bureau, Technology Unit
P.O. Box 230
Trenton, NJ 08625-0230
 - ii. Chief of Staff of the New Jersey Office of Information Technology:
Office of the Chief Technology Officer
300 Riverview Plaza
Trenton, NJ 08625
 - iii. State Contract Manager.

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.

- b. **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.
- c. **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.
- d. **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.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

I HEREBY ACCEPT THE TERMS AND CONDITIONS
OF THIS CONTRACT



Signature

Robert Feurer, CEO

Print Name and Title

CertiSurv, LLC

Print Name of Contractor

6/19/2020

Date