

**AGREEMENT  
IN CONNECTION WITH  
New Jersey State Waiver No. AN-109 Supplement No. 4**

This Agreement is made effective as of \_\_\_\_\_, by and between CertiSurv, LLC (“Contractor”), whose address is P.O. Box 654, Columbia, TN 38401 and the State of New Jersey, Department of the Treasury, Division of Purchase and Property (“DPP”), whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625-0039, on behalf State of New Jersey, Department of Health, Management & Administration (“DOH”, and collectively with DPP, the “State,” and collectively with CertiSurv, LLC, the “Parties”).

WHEREAS, the Parties entered into New Jersey Waiver No. AN-109 for health care surveys, which was supplemented by New Jersey Waiver No. AN-109, Supplement No. 1 (“Supplement No. 1), and New Jersey Waiver No. AN-109, Supplement No. 2, and New Jersey Waiver No. AN-109, Supplement No. 3;

WHEREAS, the Parties agreed to extend Acute Care and Long-Term Care inspections and investigations services for COVID-19 until January 31, 2022 (“Supplement No. 4”).

THEREFORE, for good and valuable consideration, the Parties to this Agreement hereby agree as follows:

1. The Parties agree the agreement between CertiSurv and the State consists of the following documents (which shall be collectively referred to as the “Contract”):
  - A. This Agreement;
  - B. Agreement in Connection with New Jersey Waiver No. AN-109 Supplement No. 2;
  - C. The State of New Jersey Standard Terms and Conditions (Rev: 10/21/2019), signed on **June 19, 2020** (“Standard Terms and Conditions”), as amended by the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (Rev: 6/14/2018), signed on **June 19, 2020** (“Waivered Contracts Supplement,” and collectively with the Standard Terms and Conditions, “Terms and Conditions”); and
  - D. New Jersey Waiver No. AN-109, Supplement No. 1 (“Supplement No. 1), and New Jersey Waiver No. AN-109, Supplement No. 2, and New Jersey Waiver No. AN-109, Supplement No. 3.


In the event of a conflict in the terms and conditions among the documents comprising the Contract, the above order shall prevail for purposes of the interpretation thereof (listed from highest ranking to lowest ranking). For the avoidance of doubt, the Terms and Conditions shall prevail over any other terms not otherwise amended by a written agreement signed by the Parties.

2. The Parties agree to extend the terms and conditions in the New Jersey State Waiver No. AN-109 Supplement No. 4, till January 31,2022.
  1. CertiSurv, LLC confirms that Supplement No. 4 is under the same terms and conditions mutually agreed upon in the New Jersey State Waiver New Jersey Waiver No. AN-109.

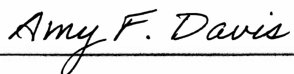
2. The Parties agree hereto this Agreement may be executed in counterparts, with each original signed page to become part of the original document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of execution by the parties below.


**CertiSurv, LLC**

By:   
Name: Robert Feurer  
Title: CEO  
Date: 4/5/2022

**STATE OF NEW JERSEY  
Department of the Treasury  
Division of Purchase and Property**


By:   
Name: Amy F. Davis  
Title: Associate Deputy Director  
Date: May 5, 2022

**STATE OF NEW JERSEY  
Department of Health  
Management & Administration**

By:   
Name: Eric Anderson  
Title: CFO  
Date: 4-6-2022

**Approved as to Form:**

**MATTHEW J. PLATKIN  
Acting Attorney General of the State of New Jersey**

By:   
Roza Dabaghyan  
Deputy Attorney General

**AGREEMENT  
IN CONNECTION WITH  
New Jersey State Waiver No. AN-109 Supplement No. 3**

This Agreement is made effective as of \_\_\_\_\_, by and between CertiSurv, LLC (“Contractor”), whose address is P.O. Box 654, Columbia, TN 38401 and the State of New Jersey, Department of the Treasury, Division of Purchase and Property (“DPP”), whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625-0039, on behalf State of New Jersey, Department of Health, Management & Administration (“DOH”, and collectively with DPP, the “State,” and collectively with CertiSurv, LLC, the “Parties”).

WHEREAS, the Parties entered into New Jersey Waiver No. AN-109 for health care surveys, which was supplemented by New Jersey Waiver No. AN-109, Supplement No. 1 (“Supplement No. 1), and New Jersey Waiver No. AN-109, Supplement No. 2; and

WHEREAS, on September \_\_, 2021, the Parties agreed to increase the scope of work, at no additional cost, by New Jersey Waiver No. AN-109, Supplement No. 3 (“Supplement No. 3”).

THEREFORE, for good and valuable consideration, the Parties to this Agreement hereby agree as follows:

1. The Parties agree the agreement between CertiSurv and the State consists of the following documents (which shall be collectively referred to as the “Contract”):
  - A. This Agreement;
  - B. Agreement in Connection with New Jersey Waiver No. AN-109 Supplement No. 2;
  - C. The State of New Jersey Standard Terms and Conditions (Rev: 10/21/2019), signed on **June 19, 2020** (“Standard Terms and Conditions”), as amended by the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (Rev: 6/14/2018), signed on **June 19, 2020** (“Waivered Contracts Supplement,” and collectively with the Standard Terms and Conditions, “Terms and Conditions”); and
  - D. DOH’s Scope of Work, dated June 12, 2020, as supplemented by the document entitled “SOW Acute Language” attached hereto as Attachment A (together, the “Scope of Work”).


In the event of a conflict in the terms and conditions among the documents comprising the Contract, the above order shall prevail for purposes of the interpretation thereof (listed from highest ranking to lowest ranking). For the avoidance of doubt, the Terms and Conditions shall prevail over any other terms not otherwise amended by a written agreement signed by the Parties.

2. CertiSurv hereby confirms that it will expand the scope of services to include surveys at Acute Care Facilities at no additional cost.
3. The Parties hereby agree that there are no additional funds required for Waiver No. 109 Supplement No.3.

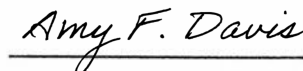
4. The Parties agree hereto this Agreement may be executed in counterparts, with each original signed page to become part of the original document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of execution by the parties below.


**CertiSurv, LLC**

By:   
Name: Robert Feuer  
Title: CEO  
Date: 4/5/2022

**STATE OF NEW JERSEY  
Department of the Treasury  
Division of Purchase and Property**

By:   
Name: Amy F. Davis  
Title: Associate Deputy Director  
Date: May 5, 2022


**STATE OF NEW JERSEY  
Department of Health  
Management & Administration**

By:   
Name: Eric Anderson  
Title: CEO  
Date: 4-6-22

**Approved as to Form:**

**Acting Attorney General of the State of New Jersey**

MATTHEW J. PLATKIN

By:   
Roza Dabaghyan  
Deputy Attorney General

**Attachment A**  
**Supplement to Scope of Work**

**AGREEMENT  
IN CONNECTION WITH  
New Jersey State Waiver No. AN-109 Supplement No. 2**

This Agreement is made effective as of \_\_\_\_\_, by and between CertiSurv, LLC (“Contractor”), whose address is P.O. Box 654, Columbia, TN 38401 and the State of New Jersey, Department of the Treasury, Division of Purchase and Property (the “DPP”), whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625-0039, on behalf of the State of New Jersey, Department of Health, Management & Administration (“DOH”, and collectively with DPP, the “State,” and collectively with CertiSurv, LLC, the “Parties”).

WHEREAS, the Parties entered into New Jersey Waiver No. AN-109 for health care surveys, which was supplemented by New Jersey Waiver No. AN-109, Supplement No. 1 (“Supplement No. 1); and

WHEREAS, on June \_\_\_, 2021, the Parties have agreed to extend the Contract (as defined below) and to modify the Scope of Work (as defined below) by New Jersey Waiver No. AN-109, Supplement No. 2 (Supplement No. 2).

THEREFORE, for good and valuable consideration, the Parties to this Agreement hereby agree as follows:

1. The Parties agree the agreement between CertiSurv and the State consists of the following documents (which shall be collectively referred to as the “Contract”):
  - A. This Agreement;
  - B. The State of New Jersey Standard Terms and Conditions (Rev: 10/21/2019), signed on **June 19, 2020** (“Standard Terms and Conditions”), as amended by the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (Rev: 6/14/2018), signed on **June 19, 2020** (“Waivered Contracts Supplement,” and collectively with the Standard Terms and Conditions, “Terms and Conditions”);
  - C. DOH’s Scope of Work, dated June 12, 2020 (the “Scope of Work”); and
  - D. CertiSurv LLC’s Quotes dated as of June 17, 2020 and October 5, 2020.


In the event of a conflict in the terms and conditions among the documents comprising the Contract, the above order shall prevail for purposes of the interpretation thereof (listed from highest ranking to lowest ranking). For the avoidance of doubt, the Terms and Conditions shall prevail over any other terms not otherwise amended by a written agreement signed by the Parties.

2. The Parties hereby agree to extend the term of the Contract to December 31, 2021.
3. The Parties hereby agrees that the services under the Contract are hereby expanded to include Relicensing Inspections.
4. CertiSurv hereby agrees to be bound by the Contract as extended hereby.

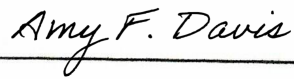
5. The Parties hereby agree that there are no additional funds required for Waiver No. AN- 109, Supplement No.2.
6. The Parties agree hereto this Agreement may be executed in counterparts, with each original signed page to become part of the original document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of execution by the parties below.

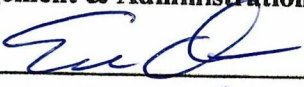
**CertiSurv, LLC**

By:   
Name: Robert Feuer  
Title: CEO  
Date: 6/24/2021

**STATE OF NEW JERSEY  
Department of the Treasury  
Division of Purchase and Property**

By:   
Name: Amy F. Davis  
Title: Associate Deputy Director  
Date: June 24, 2021

**STATE OF NEW JERSEY  
Department of Health  
Management & Administration**

By:   
Name: ERIC ANDERSON  
Title: CFO  
Date: 6/24/2021

[Signatures continue on the following page.]

**Approved as to Form:**

**GURBIR S. GREWAL**  
**Attorney General of the State of New Jersey**

By: \_\_\_/s/ Allyson V. Cofran \_\_\_  
Allyson V. Cofran  
Deputy Attorney General