



State of New Jersey
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
POST OFFICE BOX 340
TRENTON, NJ 08625-0340

PHILIP D. MURPHY
Governor
Commander-in-Chief

SHEILA OLIVER
Lieutenant Governor

★
LISA J. HOU, D.O.
Brigadier General
The Adjutant General

April 12, 2023

Re: Bid Solicitation: **Homes Management**

It is the intent of the New Jersey Department of Military and Veterans Affairs (DMAVA) to make a Contract award to the following Bidders in accordance with the Proposals submitted in response to the above referenced Bid Solicitation:

- 1) Bidder, Interim Quality Partners, LLC is awarded the Menlo Park Veterans Memorial Home and the Vineland Veterans Memorial Home**
- 2) Bidder, Care Plus Bergen, LLC is awarded the Paramus Veterans Memorial Home.**

This award is being made in accordance with the evaluation procedure set forth by DMAVA. All Proposals were evaluated by an Evaluation Committee and were scored according to the content of the proposals against the defined parameters set forth in the Bid Solicitation; Price Sheets were also taken into consideration.

Thank you for the time and effort expended by your firm in the preparation of your Proposal. The Department welcomes your continued interest in future bidding opportunities.

Respectfully,

A handwritten signature in blue ink, appearing to read "Eugene G. Pryor III".

Eugene G. Pryor III
Supervising Administrative Analyst
[REDACTED]



Bid Solicitation # Administrative Management and Consulting Services for the New Jersey Department of Military and Veterans Affairs Nursing Home Facilities

	Date	Time
Due Date For Electronic Questions Refer to Bid Solicitation Section 2.1 for more information.	January 20, 2023	2:00 PM
Mandatory Site Visit: Menlo Park Veterans Memorial Home Refer to Bid Solicitation Section 2.4 for more information.	January 4, 2023	10:00 AM
Mandatory Site Visit: Paramus Veterans Memorial Home Refer to Bid Solicitation Section 2.4 for more information.	January 5, 2023	10:00 AM
Mandatory Site Visit: Veterans Memorial Home at Vineland Refer to Bid Solicitation Section 2.4 for more information.	January 6, 2023	10:00 AM
Quote Opening Date Refer to Bid Solicitation Section 3 for more information.	January 31, 2023	2:00 PM

Dates are subject to change. All times contained in the Bid Solicitation refer to Eastern Time.

All changes will be reflected in Bid Amendments to the Bid Solicitation and will be posted to the DMAVA website at:

<https://www.nj.gov/military/>

Bid Solicitation Issued By:

State of New Jersey
Department of Military and Veterans Affairs
Fiscal Division
P.O. Box 340
Trenton, New Jersey 08625-0340

Date: **June 2, 2023**

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1 INTRODUCTION AND SUMMARY OF THE BID SOLICITATION

The New Jersey Department of Military and Veteran's Affairs (DMAVA) seeks to engage up to three (3) Vendors with the expertise and capacity to provide:

- 1) Interim supervisory staff and consulting services at the Menlo Park Veterans Nursing Home;
- 2) Consulting services at the Paramus Veterans Nursing Home and Vineland Veterans Nursing Home as more specifically described in Section 4.0.
- 3) An overview of the services include:
 - **Immediately at Menlo Park:**
 - One, full-time, on-site, interim Licensed Nursing Home Administrator (LNHA), one, full-time, on-site, interim Assistant Nursing Home Administrator - Clinical (ANHA-Clinical), and one, full-time, on-site, interim Director of Nursing (DON) for systemic improvement initiatives.;
 - Consulting services to assist DMAVA to review current staff and, as appropriate, hire select, key permanent facility staff, thus requiring facility oversight while personnel searches are conducted;
 - Consulting services to review and provide recommendations for improvement to all facility operations, policies and procedures to ensure the facility is quickly improved so that it is meeting or exceeding the necessary standards of care for nursing homes.
 - Consulting services to oversee the implementation of all approved recommendations for improvement to all facility operations, policies and procedures to ensure the facility is quickly improved so that it is meeting or exceeding the necessary standards of care for nursing homes.
 - **Phased-in at New Jersey Veteran's Homes in Vineland and Paramus:**
 - Consulting services to evaluate and, where necessary, make corresponding improvements to the operation of these two other veterans' nursing homes, as detailed in sections 4.2 and 4.3
 - Consulting services to review and if needed, recommend revisions to the operations, policies and procedures of the DMAVA Division of Veterans' Services, Healthcare;
 - Phase-in schedules at these two Homes shall be developed by DMAVA in consultation with the Vendor.
- 4) All other services as detailed in Section 4.0

1.1 BACKGROUND

New Jersey has a long and proud tradition of commitment to the State's veterans and has operated veterans' homes since 1866. Since then the State has provided high quality residential and skilled nursing home care for all eligible veterans, including rehabilitative care, with a special focus on serving veterans' unique needs.

Presently, DMAVA's Division of Veteran's Health Care operates the State's three modern, licensed long-term care nursing homes, Paramus Veterans Memorial Home, Menlo Park Veteran's Memorial Home and Vineland Veterans Memorial Home. Information about the homes can be found at Veterans Memorial Homes <https://www.nj.gov/military/veterans/memorial-homes/> Notwithstanding a concerted effort to maintain the standards of care in this challenging public health climate, a survey by the New Jersey Department of Health (NJDOH), Mission Critical Team found that the Menlo Park Veteran's Memorial Home was not meeting or exceeding all required levels of care. In response, the Centers for Medicare and Medicaid Services (CMS) halted admissions to the Menlo Park Veteran's Memorial Home. CMS has taken no action with regard to Paramus and Vineland.

The NJDOH Mission Critical Team is composed of experienced healthcare administrators and infection preventionists sent to the facility to offer guidance and support in making improvements.

This Bid Solicitation is the next step in the Governor's and DMAVA's commitment to improving the three (3) New Jersey Veterans Nursing Homes and providing New Jersey Veterans with the highest quality of care.

1.2 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

The Contract awarded, and the entire agreement between the parties, as a result of this Bid Solicitation shall consist of: (1) the final Bid Solicitation as issued, (2) the responses to questions received as described in section 2.1, (3) the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions, (4), State of New Jersey Standard Terms and Conditions (5) the Quote, and if applicable (6) any Bidder responses to clarifications; (7) a Bidder's Best and Final Offer, (8) other negotiated document, and/or (9) third party document. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder's Quote and accepted by DMAVA, shall not be incorporated into the Contract awarded. Any references to external documentation, included those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the Bid Solicitation, the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions and the State of New Jersey Standard Terms and Conditions. In the event of any conflict between the terms of a document incorporated by reference the terms and conditions of the Bid Solicitation, the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions and the State of New Jersey Standard Terms and Conditions shall prevail.

2 PRE-QUOTE SUBMISSION INFORMATION

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote and for reviewing the Quote submission requirements and the Scope of Work requirements.

2.1 QUESTION AND ANSWER PERIOD

DMAVA will ONLY accept questions and inquiries from all potential Bidders via email at: FDProcurements@dmava.nj.gov. Questions should be tied directly to this Bid Solicitation, the DMAVA Price Sheet, Form, or Attachment; and should reference the specific Bid Solicitation Section or document to which it relates.

The cut-off date for electronic questions and inquiries relating to this Bid Solicitation is indicated on the cover page of this Bid Solicitation. In the event that questions are posed by Bidders, answers to such questions will be issued by Bid Amendment and posted on the DMAVA website at: <https://www.nj.gov/military/>

A Bidder shall not contact any DMAVA staff directly, in person, by telephone or by e-mail, concerning this Bid Solicitation, prior to Contract award.

2.2 EXCEPTIONS TO THE WAIVERED CONTRACTS SUPPLEMENT TO THE STATE STANDARD TERMS AND CONDITIONS AND THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

Questions regarding the Waivered Contracts Supplement to the State Standard Terms and Conditions, State of New Jersey Standard Terms and Conditions and exceptions to mandatory requirements MUST be posed during the Electronic Question and Answer period and shall contain the Bidder's suggested changes and the reason(s) for the suggested change(s).

2.3 BID AMENDMENTS

Bid Amendments, if any, will be via the addition of questions and answers as described in section 2.1. Any Bid Amendment will become part of this Bid Solicitation and part of any Contract awarded.

It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this procurement.

2.4 MANDATORY SITE VISIT

Three Mandatory Site Visits are scheduled for this procurement on the dates set forth on the cover page of this Bid Solicitation at the locations indicated below:

- 1) Menlo Park Veterans Memorial Home
132 Evergreen Rd
Edison, NJ 08837
- 2) Paramus Veterans Memorial Home
1 Veterans Way
Paramus, NJ 07652
- 3) Veterans Memorial Home at Vineland
524 NW Blvd.
Vineland, NJ 08360

Notes:

- 1) Please meet at the main entrance to each facility at the times listed above.
- 2) COVID-19 rapid tests will be administered prior to admittance into the facilities. Evidence of COVID-19 will prevent admittance into the facility. DMAVA will add a site visit date if this occurs.
- 3) An attendee may represent only one (1) potential Bidder.

- 4) A Quote from any Bidder that was not represented at the Mandatory Site Visit will be rejected. All attendees shall enter requested information on the site visit sign-in sheet to assure bidder representation at the site visit.
- 5) No questions or inquiries will be accepted or answered during the mandatory/optional site visit. All questions must be submitted through the Questions and Answer process.
- 6) **NOTE: Bidders must register to attend the site visit(s) prior to the date of the site visit** by emailing fdprocurements@dmava.nj.gov with the Bidder's company name and names, email addresses, and cell phone numbers of all attendees. Bidders not registered to attend will not be admitted into the site visit and are not eligible to submit a quote. Note: Bidders are required to attend site visits only at the facility(s) that they wish to submit a quote.

2.5 CRIMINAL BACKGROUND CHECKS

Be advised that DMAVA requires mandatory criminal history background checks and drug screenings for all Vendor onsite staff prior to working at the facilities.

3 QUOTE SUBMISSION REQUIREMENTS

3.1 QUOTE SUBMISSION

In order to be considered for Contract award, the Quote must be received at the following email address by the date and time on the cover page of this Bid Solicitation. Bids must be emailed to FDProcurements@dmava.nj.gov

NOTES:

- 1) Bidders may choose to submit a Quote for one (1) or more of the three (3) facilities. However, Bidders must bid all pricing lines and each of the three contract years for the facility(s) selected for bid.
- 2) A Bidder should not password protect any submitted documents. Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a Bid Solicitation. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the information should be provided and will be considered as part of the Quote.

3.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this Bid Solicitation. No special consideration will be given after Quotes are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this Bid Solicitation. DMAVA assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this Bid Solicitation or any pre-contract award costs incurred.

3.3 QUOTE ERRORS

In accordance with N.J.A.C. 17:12-2.11 "Proposal errors," a Bidder may withdraw its Quote as described below.

3.3.1 QUOTE WITHDRAWAL PRIOR TO QUOTE OPENING

A Bidder may withdraw its Quote submission prior to the Quote opening by submitting an email request to fdprocurements@dmava.nj.gov. The Bidder may submit a revised Quote as long as the Quote is received prior to the announced date and time for Quote submission.

3.4 BID SECURITY

Not applicable to this bid solicitation.

3.5 QUOTE CONTENT

3.5.1 THE QUOTE SHALL BE SUBMITTED WITH THE FOLLOWING ATTACHMENTS AND SHOULD BE ORGANIZED IN THE FOLLOWING MANNER:

- Technical Quote (section 3.7)
- DMAVA Price Sheet (section 3.8)

3.6 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED

The successful Bidder is required to complete and submit the following forms, registrations, and certifications **prior to contract award**. **Contract award is contingent on the successful Bidder submitting and signing all forms**. Bidders are **strongly recommended** to submit the forms, registrations, and certifications with their Quote. Forms, registrations, and certifications must be completed by the successful bidder and submitted to DMAVA at fdprocurements@dmava.nj.gov.

NOTES:

- 1) Bidders may submit completed forms on NJSTART at: www.njstart.gov Registration is required prior to submitting the forms.
- 2) Unless noted otherwise, the section headings are hyperlinks, press CTRL and click.
- 3) A checklist with links to the Bidder forms, including the Waivered Contract Supplement to the State Standard Terms and Conditions and the State Standard Terms and Conditions, may be accessed at [FORMS CHECKLIST](#)

[3.6.1 OFFER AND ACCEPTANCE PAGE](#)

The Bidder should complete and submit the Offer and Acceptance Page with the Quote. The Offer and Acceptance Page must be signed by an authorized representative of the Bidder. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

[3.6.2 NJ STANDARD TERMS AND CONDITIONS](#)

Read and sign form.

[3.6.3 NJ WAIVERED CONTRACT SUPPLEMENT TO THE NJ STANDARD TERMS AND CONDITIONS](#)

Read and sign form.

(Double click pdf icon below)



Waiver Supplement
to Standard Terms a

[3.6.4 OWNERSHIP DISCLOSURE FORM](#)

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

NOTE: Also available on the [NJSTART](#) on the "Terms and Categories" Tab.

[3.6.5 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 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.

NOTE: Also available on the [NJSTART](#) on the "Terms and Categories" Tab.

[3.6.6 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM](#)

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

NOTE: Also available on the [NJSTART](#) on the "Terms and Categories" Tab.

3.6.7 PAY TO PLAY PROHIBITIONS (TWO-YEAR CHAPTER 51/EXECUTIVE ORDER 117 VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS)

(Double click pdf icon below)



Chapter51.pdf

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

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Vendor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. Failure to submit the required forms will preclude award of a Contract under this Bid Solicitation. **Further, the Vendor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.**

3.6.8 [CHAPTER 271-CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM](#)

The disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission

3.6.9 [MACBRIDE PRINCIPLES FORM](#)

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

NOTE: Also available on the [NJSTART](#) on the "Terms and Categories" Tab.

3.6.10 [BUSINESS REGISTRATION](#)

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. A Bidder should verify its Business Registration Certification Active status on the "Maintain Terms and Categories" Tab within its profile in [NJSTART](#). In the event of an issue with a Bidder's Business Registration Certification Active status, [NJSTART](#) provides a link to take corrective action.

3.6.11 [SOURCE DISCLOSURE-SERVICE PERFORMANCE WITHIN THE UNITED STATES](#)

The Bidder should submit a completed Source Disclosure Form. Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.6.12 [CERTIFICATION REGARDING PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS](#)

The Bidder should submit the Disclosure of Prohibited Activities in Russia / Belarus Form. Pursuant to P.L.2022, c. 3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities

in Russia or Belarus as defined by P.L.2002, c. 3, sec. 1(e). If the Vendor is unable to so certify, the Vendor shall provide a detailed and precise description of such activities.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, DMAVA shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

3.6.13 AFFIRMATIVE ACTION

The intended Vendor and its named Subcontractor(s) 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. If the Vendor and/or its named Subcontractor(s) are not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it/they must complete and submit the Affirmative Action Employee Information Report (**AA-302**).

3.6.14 CONFIDENTIALITY/COMMITMENT TO DEFEND

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know, Quotes can be released to the public in accordance with N.J.A.C. 17:12-1.2(b) and (c).

The Bidder should submit a completed and signed Confidentiality /Commitment to Defend Form with the Quote. In the event that the Bidder does not submit the Confidentiality form with the Quote, the State reserves the right to request that the Bidder submit the form after Quote submission.

After the opening of sealed Quotes, all information submitted by a Bidder in response to a Bid Solicitation is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith, legal/factual basis for such assertion.

When the Bid Solicitation contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Contract is announced.

As part of its Quote, a Bidder may request that portions of the Quote be exempt from public disclosure under OPRA and/or the common law. The Bidder must provide a detailed statement clearly identifying those sections of the Quote that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. The State will not honor any attempts by a Bidder to designate its price sheet, price list/catalog, and/or the entire Quote as proprietary and/or confidential, and/or to claim copyright protection for its entire Quote. If the State does not agree with a Bidder's designation of proprietary and/or confidential information, the State will use commercially reasonable efforts to advise the Bidder. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

The State reserves the right to make the determination as to what to disclose in response to an OPRA request. Any information that the State determines to be exempt from disclosure under OPRA will be redacted.

In the event of any challenge to the Bidder's assertion of confidentiality that is contrary to the State's determination of confidentiality, the Bidder shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.

In order not to delay consideration of the Quote or the State's response to a request for documents, the State requires that Bidder respond to any request regarding confidentiality markings within the timeframe designated in the State's correspondence regarding confidentiality. If no response is received by the designated date and time, the State will be permitted to release a copy of the Quote with the State making the determination regarding what may be proprietary or confidential.

3.7 TECHNICAL QUOTE

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the Bid Solicitation in a narrative format. This narrative should demonstrate to the Evaluation Committee that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Contract. The

narrative should demonstrate that the Bidder's approach and plans to undertake and complete the Contract are appropriate to the tasks and subtasks involved.

Mere reiterations of Bid Solicitation tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's approach to complete the Contract. The Bidder's response to this section should demonstrate to the Evaluation Committee that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate, and that the Bidder's Quote will lead to successful Contract completion.

3.7.1 CONTRACT MANAGEMENT

The Bidder should describe its specific plans to manage, control and supervise the Contract to ensure satisfactory Contract completion according to the required schedule. The plan should include the Bidder's approach to communicate with the DMAVA Contract Manager including, but not limited to, status meetings, status reports, etc.

3.7.2 CONTRACT SCHEDULE

The Bidder shall include a draft Contract schedule. If key dates are a part of this Bid Solicitation, the Bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The Bidder should identify the Contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology.

3.7.3 ORGANIZATIONAL EXPERIENCE

The Bidder shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications, and capabilities to perform the services required by this Bid Solicitation. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Quote.

Bidders shall provide the following documentation with their Quote:

- Written documentation of long-term care experience on projects of similar size and scope.
- Written documentation of all team members long-term care clinical operations experience and expertise.
- Provide business references, together with contact names and telephone numbers. References should be able to confirm the bidder's qualifications, and capabilities.

3.7.3.1 ALL VENDOR STAFF (INTERIM AND CONSULTING) EXPERIENCE REQUIREMENTS:

- LNHA and ANHA-Clinical shall have, at minimum, five years, 10 years preferred, of long-term care experience in a 200+-bed facility.
- Director of Nursing shall have, at a minimum, a Bachelor's of Science and Nursing degree and five years, 10 years preferred of long-term care experience in a 200+-bed facility.
- Detailed resumes shall be submitted with the Quote for all management, supervisory, and key personnel to be assigned to the Contract. Resumes should include the following:
 - a) An emphasis on the individual's experience, relevant licenses, qualifications, and certifications with respect to the individual's proposed role at the facility for staffing or consulting, or both;
 - b) The individual's previous experience as a team member in connection with similar Contracts.
 - c) Beginning and ending dates for each similar contract;
 - d) A description of the contract demonstrating how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this Bid Solicitation; and;
 - e) With respect to each similar contract, the name and address of each reference together with a person to contact for a reference check, and a telephone number.

3.7.4 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete services similar to those required by this Bid Solicitation. Emphasis should be placed on contracts that are similar in size and scope to the work required by this Bid Solicitation. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this Bid

Solicitation. For each such contract listed, the Bidder should provide two (2) names and telephone numbers of individuals for contracting party. Beginning and ending dates should also be given for each contract.

The Bidder must provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Bidder should provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the Vendor on any contracts of similar scope. In the event a Bidder neglects to include this information in its Quote, the Bidder's omission of necessary disclosure information may be cause for rejection of the Bidder's Quote by DMAVA.

3.8 DMAVA PRICE SHEET INSTRUCTIONS

The Bidder shall submit its pricing using the DMAVA Price Sheet below (Double click link):

- A. The Bidder's name and address must be on the price sheet in the appropriate boxes.
- B. The price sheet is broken into three sections, one for each nursing home. The only numbers permitted on the price sheet are all-inclusive, firm, fixed, hourly rates for each position that the bidder will provide as either interim staff or consultants. **Bidders may bid on one, two, or all three facilities.**
- C. **Menlo Park** - Bidder shall submit firm, fixed, all-inclusive hourly pricing for the interim full-time roles and consulting services described in section 4.1 of the LNHA, ANHA-Clinical, and DON (Price sheet lines #1, #2, and #3) based on 40 hours per week, 52 weeks per year. Bidder shall submit firm, fixed, all-inclusive hourly pricing for the **consulting services only**, as are described in section 4.1 of the LNHA, ANHA-Clinical, and DON. These Services may be needed after DMAVA staff are hired into the LNHA, ANHA, and DON titles, are on an as needed basis, and are priced as an hourly rate. (Price sheet lines #4, #5, and #6), Overtime shall only be as authorized by DMAVA leadership. All approved overtime shall be paid at time and one-half the hourly rate for hours worked in excess of 8 hours per work day and on Saturdays, Sundays, and Holidays.
- D. **Paramus** - The Bidder shall submit firm, fixed, all-inclusive hourly pricing for two (2) consultants specializing in the areas of LNHA and DON (Price sheet lines #1 and #2), based on 40 hours per week, 52 weeks per year as defined in section 4.2. Overtime shall only be as authorized by DMAVA leadership. All approved overtime shall be paid at time and one-half the hourly rate for hours worked in excess of 8 hours per work day and on Saturdays, Sundays, and Holidays.
- E. **Vineland** - Bidder shall submit firm, fixed hourly pricing for two (2) consultants specializing in the areas of LNHA and ANHA-Clinical (Price sheet lines #1 and #2), based on 40 hours per week, 52 weeks per year as defined in section 4.3. Overtime shall only be as authorized by DMAVA leadership. All approved overtime shall be paid at time and one-half the hourly rate for hours worked in excess of 8 hours per work day and on Saturdays, Sundays, and Holidays.

4 SCOPE OF WORK

The Vendor shall complete the following actions, tasks, obligations, and responsibilities, which should be completed within twelve (12) months at each Facility. The Facilities will be phased-in in accordance with the following order of preference: Menlo Park, Paramus, and Vineland.

4.1 **MENLO PARK VETERANS NURSING HOME**

4.1.1 FACILITY START DATE

The facility start date for the Menlo Park Memorial Veterans Home shall be the date the Contract is awarded pursuant to this Bid Solicitation.

4.1.2 STAFFING SERVICES

4.1.2.1 IMMEDIATE STAFFING

The vendor shall provide an interim Licensed Nursing Home Administrator, one Section Chief – Assistant Nursing Home Administrator of Clinical (ANHA Clinical), and one Director of Nursing (DON) at Menlo Park within 30 days of facility start date. These interim staff shall also act as **subject matter expert consultants** at Menlo Park as described in section 4.1.3.

4.1.2.2 INTERIM VENDOR STAFFING

Within 60 days after the facility start date, the vendor shall work with The DMAVA Director of Veterans Health Care Services to find the following suitable administrative/supervisory staff with extensive long-term care experience to replace the interim staff identified below, to be hired as DMAVA employees.

- 1) 1 – LNHA
- 2) 1 - ANHA Clinical
- 3) 1 – Director of Nursing (DON)

NOTE: Upon hiring these three (3) DMAVA employees, DMAVA may retain the services of the three interim vendor staff as consultants only. These services shall be provided on an as needed basis as determined by DMAVA and the Mission Critical team. The price sheet provides additional lines limited to consulting services for these three titles.

4.1.2.3 STATUS OF INTERIM VENDOR STAFF

The interim LNHA, ANHA Clinical, DON provided by the vendor will be employees of the vendor and not DMAVA. During the search for permanent DMAVA employees, the vendor employees in these interim positions may apply for the permanent position.

4.1.3 DMAVA STAFFING

Within 90 days of facility start date the vendor shall work with the DMAVA Director of Veterans Health Care Services to find suitable administrative/supervisory staff identified below with extensive long-term care experience to be hired as DMAVA employees.

- 1) 2 - Assistant Director of Nursing (ADON)
- 2) 2 - Infection Control Nurse
- 3) 1 – Quality Assurance Nurse
- 4) 1 – Nurse Educator
- 5) 1- Employee Health Nurse

4.1.3.1 MANDATORY TASKS FOR STAFFING SERVICES

The Vendor shall:

- 1) Attend a kick-off meeting, arranged by DMAVA, to confirm Vendor onsite staffing, review vendor responsibilities, deliverables, and reporting requirements. This meeting will be scheduled by DMAVA within five (5) Business Days of contract award.
- 2) Provide evidence of clear criminal and drug background checks for all Vendor onsite staffing.
- 3) Provide on-site, daily leadership and oversight of system improvement initiatives at the facility.
- 4) The interim LNHA, ANHA-Clinical, and DON shall provide onsite supervision of all facility clinical staff.
- 5) Ensure compliance with all rules, regulations, terms, and conditions of the U.S. Department of Veterans Affairs (VA), the Centers for Medicare and Medicaid Services (CMS) and the New Jersey Department of Health (NJDOH), plus any executive orders, directives, or laws pertaining to long-term care.
- 6) Ensure availability and administrative coverage and support 24/7.
- 7) Follow reporting requirements as defined in section 4.6
- 8) Facilitate and actively participate in the recruitment of LNHA, ANHA Clinical, DON, ADON, Infection Control Nurses, Quality Assurance Nurses, Nurse Educator, and Employee Health Nurse, to be hired as DMAVA employees.
- 9) Facilitate and actively participate in the recruitment of any other staff to be hired as DMAVA employees, if requested by DMAVA.
- 10) Participate in meetings or conference calls as scheduled by DMAVA senior leadership to monitor progress and recommendations for improvement.
- 11) Report to DMAVA or facility leadership, as appropriate in all matters, including, but not limited to staff review and evaluation, clinical policies and procedures, resident care, infection prevention and control.

4.1.4 CONSULTING SERVICES

4.1.4.1 PURPOSE OF CONSULTING SERVICES

The goal of the consulting and staffing services is to implement the following systems improvement initiatives:

- Assist DMAVA with recruiting and hiring permanent DMAVA employees to replace the interim staff identified in section 4.1.2.2.
- A review and analysis of the facility Organizational Structure and Function.
- Develop and implement a well-defined and measurable leadership, mentoring and development program with a focus of improving all aspects of leadership.
- A review and analysis of the healthcare staff and a review and revision of the functional job descriptions as well as policies and procedures.

4.1.4.2 MANDATORY CONSULTING TASKS

The Vendor shall:

- 1) Review relevant facility documentation, including policies/procedures (particularly infection control and prevention), and organizational charts and provide written recommendations for updates and improvements, within 180 days after facility start date, to the DMAVA Commissioner.
- 2) Review all rules, regulations, terms, and conditions of the U.S. Department of Veterans Affairs (VA), the Centers for Medicare and Medicaid Services (CMS) and the New Jersey Department of Health (NJDOH), plus any executive orders, directives, or laws pertaining to long-term care and perform any additional review as required by The DMAVA Director of Veterans Health Care Services for this facility.
- 3) Observe facility staff for compliance with the above and provide written recommendations to the DMAVA Commissioner within 180 days after facility start date.
- 4) Conduct interviews with key facility staff, DMAVA leadership, DMAVA Employee Relations staff, and union leadership. Develop recommendations based on the interviews and provide written reports to the DMAVA Commissioner within 90 days after facility start date.
- 5) Conduct focus groups with facility staff, residents, families, practitioners, and community providers and provide written reports and recommendations to the DMAVA Commissioner within 180 days after facility start date.
- 6) Observe resident care and documentation of resident care by facility staff, provide weekly written reports and recommendations for improvements to the DMAVA Commissioner.
- 7) Conduct a comparative review of other national public and private sector long term care operations to assess advantages and challenges and provide written recommendations to the DMAVA Commissioner within 180 days after contract award.
- 8) Conduct ongoing assessments of current facility clinical staff performance and skills and submit written, monthly reports to the DMAVA Commissioner.
- 9) Provide written recommendations to the DMAVA Commissioner, within 90 days, for the improvement of facility supervisory staff managerial skills.
- 10) Create and submit to the DMAVA Commissioner, within 120 days after facility start date, functional job descriptions for all clinical staff ensuring compliance with VA/CMS/NJDOH regulations/standards as well as those aspects incorporated into the executive orders, directives, and laws. Note: functional job descriptions provide specific guidance and instructions to DMAVA facility staff, outlining duties at the facility. These differ from published State of New Jersey Job Descriptions on the Civil Service website. The functional job descriptions should align with the Civil Service job descriptions and shall include facility specific requirements.
- 11) Participate in meetings or conference calls as scheduled by DMAVA senior leadership to monitor progress and recommendations for improvement.
- 12) Provide an in-depth, written executive summary of structural and functional analysis of facility systems and organizational design and operational effectiveness within sixty (60) days of facility start date and submit to the Commissioner of DMAVA.
- 13) Submit to the DMAVA Commissioner a written assessment of clinical leadership performance and skills no later than ninety (90) days after the interim LNHA and long-term care consultative management team is on boarded.
- 14) Establish a written professional development and mentorship program for all clinical staff at the facility and submit to the Commissioner of DMAVA within 180 days after facility start date.
- 15) Provide monthly status reports to the DMAVA Commissioner for clinical leadership progress and challenges.
- 16) Provide monthly, written responses to all Mission Critical Team (NJDOH) outreach, recommendations and correspondence, with a copy to the DMAVA Commissioner.
- 17) Provide a written report, within 180 days after facility start date, on recommendations for changes to facility clinical staff.
- 18) Provide written recommendations for revised clinical policies and procedures to the DMAVA Commissioner within 180 days after facility start date.
- 19) Provide updated language for each position's Performance Assessment Review (PAR) by May 31, 2023. The PAR language shall be based on the Civil Service and functional job descriptions.
- 20) Ten (10) months after the facility start date, provide a written Executive Summary of Findings to the Commissioner outlining recommendations and measures implemented at the facility, along with outcomes resulting from the implemented changes; also, as part of this executive summary, provide recommendations for future improvements at the facility.
- 21) Upon hiring the LNHA, ANHA, and DON as DMAVA staff, the vendor's interim staff will assume the role of consultants and pricing for those price lines will go into effect.
- 22) DMAVA, in consultation with the NJDOH Mission Critical Team will conduct a thorough review and evaluation of the Executive Summary of Findings (#20 above) and conditions at the facility. This review and evaluation will focus on

DMAVA staff hired as well as the results of the changes implemented at the facility and will determine if the interim staffing or consulting services should be continued.

- 23) Not less than 30 days prior to the expiration of the existing Contract term, DMAVA will notify the Vendor whether it desires to extend the contract.

4.2 PARAMUS VETERANS NURSING HOME

4.2.1 FACILITY START DATE

4.2.2 THE FACILITY START DATE FOR THE PARAMUS MEMORIAL VETERANS HOME SHOULD BE WITHIN THIRTY DAYS AFTER THE DATE THE PARAMUS CONTRACT IS AWARDED PURSUANT TO THIS BID SOLICITATION. DMAVA WILL PROVIDE WRITTEN NOTICE TO THE VENDOR OF THE KICK-OFF START DATE.

4.2.3 CONSULTING SERVICES

The vendor shall provide one Licensed Nursing Home Administrator and one Director of Nursing (DON) to act as subject matter expert consultants at Paramus as of the facility start date. These consultants shall not be charged with supervising any DMAVA staff and shall only operate in a consulting capacity.

4.2.3.1 PURPOSE OF CONSULTING SERVICES

The goal of the consulting services is to implement the following systems improvement initiatives:

- A review and analysis of the facility Organizational Structure and Function.
- Develop and implement a well-defined and measurable leadership, mentoring and development program with a focus of improving all aspects of leadership.

A review and analysis of the healthcare staff and a review and revision of the functional job descriptions as well as policies and procedures.

4.2.3.2 MANDATORY TASKS FOR CONSULTING SERVICES

The Vendor shall:

- Attend a kick-off meeting, arranged by DMAVA, to confirm Vendor onsite staffing, review vendor responsibilities, deliverables, and reporting requirements. This meeting will be scheduled by DMAVA within five (5) Business Days of facility start date.
- Provide evidence of clear criminal and drug background checks for all Vendor onsite staffing.
- Facilitate and actively participate in the recruitment of any other staff to be hired as DMAVA employees, if requested by DMAVA.
- Participate in meetings or conference calls as scheduled by DMAVA senior leadership to monitor progress and recommendations for improvements at the facility.
- Report to DMAVA or facility leadership, as appropriate in all matters, including, but not limited to staff review and evaluation, clinical policies and procedures, resident care, infection prevention and control.
- Provide all written reports and recommendations identified in section 4.2.2.3 below.

4.2.3.3 MANDATORY CONSULTING TASKS

The vendor shall:

- 1) Review relevant facility documentation, including policies/procedures (particularly infection control and prevention), and organizational charts and provide written recommendations for updates and improvements, within 180 days after facility start date, to the DMAVA Commissioner.
- 2) Review all rules, regulations, terms, and conditions of the U.S. Department of Veterans Affairs (VA), the Centers for Medicare and Medicaid Services (CMS) and the New Jersey Department of Health (NJDOH), plus any executive orders, directives, or laws pertaining to long-term care and perform any additional review as required by The DMAVA Director of Veterans Health Care Services for this facility.
- 3) Observe facility staff for compliance with the above and provide written recommendations to the DMAVA Commissioner within 180 days after facility start date.
- 4) Conduct interviews with key facility staff, DMAVA leadership, DMAVA Employee Relations staff, and union leadership. Develop recommendations based on the interviews and provide written reports to the DMAVA Commissioner within 90 days after facility start date.
- 5) Conduct focus groups with facility staff, residents, families, practitioners, and community providers and provide written reports and recommendations to the DMAVA Commissioner within 180 days after facility start date.

- 6) Observe resident care and documentation of resident care by facility staff, provide weekly written reports and recommendations for improvements to the DMAVA Commissioner.
- 7) Conduct a comparative review of other national public and private sector long-term care operations to assess advantages and challenges and provide written recommendations to the DMAVA Commissioner within 180 days after contract award.
- 8) Conduct ongoing assessments of current facility clinical staff performance and skills and submit written, monthly reports to the DMAVA Commissioner.
- 9) Provide written recommendations to the DMAVA Commissioner, within 90 days, for the improvement of facility supervisory staff managerial skills.
- 10) Create and submit to the DMAVA Commissioner, within 120 days after facility start date, functional job descriptions for all clinical staff ensuring compliance with VA/CMS/NJDOH regulations/standards as well as those aspects incorporated into the executive orders, directives, and laws. Note: functional job descriptions provide specific guidance and instructions to DMAVA facility staff, outlining duties at the facility. These differ from published State of New Jersey Job Descriptions on the Civil Service website. The functional job descriptions should align with the Civil Service job descriptions and shall include facility specific requirements.
- 11) Participate in meetings or conference calls as scheduled by DMAVA senior leadership to monitor progress and recommendations for improvement.
- 12) Provide an in-depth, written executive summary of structural and functional analysis of facility systems and organizational design and operational effectiveness within sixty (60) days of facility start date and submit to the Commissioner of DMAVA.
- 13) Submit to the DMAVA Commissioner a written assessment of clinical leadership performance and skills no later than ninety (90) days after the consultative team is on boarded.
- 14) Establish a written professional development and mentorship program for all clinical staff at the facility and submit to the Commissioner of DMAVA within 180 days after facility start date.
- 15) Provide monthly status reports to the DMAVA Commissioner for clinical leadership progress and challenges.
- 16) Provide a written report, within 180 days after facility start date, on recommendations for changes to facility clinical staff.
- 17) Provide written recommendations for revised clinical policies and procedures to the DMAVA Commissioner within 180 days after facility start date.
- 18) Provide updated language for each position's Performance Assessment Review (PAR) by May 31, 2023. The PAR language shall be based on the Civil Service and functional job descriptions.
- 19) Ten (10) months after the facility start date, provide a written executive summary of findings to the Commissioner outlining recommendations and measures implemented at the facility along with outcomes resulting from the implemented changes; also, as part of this executive summary, provide recommendations for future improvements at the facility.
- 20) DMAVA , in consultation with the NJDOH Mission Critical Team will conduct a thorough review and evaluation of the Executive Summary of Findings (#19 above) and conditions at the facility. This review and evaluation will focus on DMAVA staff hired as well as the results of changes implemented at the facility and will determine if the interim or consulting services should be continued.
- 21) Not less than 30 days prior to the expiration of the existing Contract term, DMAVA will notify the Vendor whether it desires to extend the contract.

4.3 VINELAND VETERANS NURSING HOME

4.3.1 FACILITY START DATE

4.3.2 THE FACILITY START DATE FOR THE VINELAND MEMORIAL VETERANS HOME SHOULD BE WITHIN SIXTY (60) DAYS AFTER THE DATE THAT THE VENDOR IS NOTIFIED OF CONTRACT AWARD PURSUANT TO THIS BID SOLICITATION. DMAVA WILL PROVIDE WRITTEN NOTICE TO THE VENDOR OF THE KICK-OFF START DATE.

4.3.3 CONSULTING SERVICES

The vendor shall provide one Licensed Nursing Home Administrator and one Director of Nursing (DON) to act as subject matter expert consultants at Paramus as of the facility start date. These consultants shall not be charged with supervising any DMAVA staff and shall only operate in a consulting capacity.

4.3.3.1 MANDATORY TASKS FOR CONSULTING SERVICES

The Vendor shall:

- Attend a kick-off meeting, arranged by DMAVA, to confirm Vendor onsite staffing, review vendor responsibilities, deliverables, and reporting requirements. This meeting will be scheduled by DMAVA within five (5) Business Days of facility start date.
- Provide evidence of clear criminal and drug background checks for all Vendor onsite staffing.

- Facilitate and actively participate in the recruitment of any other staff to be hired as DMAVA employees, if requested by DMAVA.
- Participate in meetings or conference calls as scheduled by DMAVA senior leadership to monitor progress and recommendations for improvement.
- Report to DMAVA or facility leadership, as appropriate in all matters, including, but not limited to staff review and evaluation, clinical policies and procedures, resident care, infection prevention and control.
- Provide all written reports and recommendations identified in section 4.3.3.2

4.3.4 CONSULTING SERVICES

4.3.4.1 PURPOSE OF CONSULTING SERVICES

The goal of the consulting services is to implement the following systems improvement initiatives:

- A review and analysis of the facility Organizational Structure and Function.
- Develop and implement a well-defined and measurable leadership, mentoring and development program with a focus of improving all aspects of leadership.
- A review and analysis of the healthcare staff and a review and revision of the functional job descriptions as well as policies and procedures.

4.3.4.2 MANDATORY CONSULTING TASKS

The vendor shall:

- 1) Review relevant facility documentation, including policies/procedures (particularly infection control and prevention), and organizational charts and provide written recommendations for updates and improvements, within 180 days after facility start date, to the DMAVA Commissioner.
- 2) Review all rules, regulations, terms, and conditions of the U.S. Department of Veterans Affairs (VA), the Centers for Medicare and Medicaid Services (CMS) and the New Jersey Department of Health (NJDOH), plus any executive orders, directives, or laws pertaining to long-term care and perform any additional review as required by The DMAVA Director of Veterans Health Care Services for this facility.
- 3) Observe facility staff for compliance with the above and provide written recommendations to the DMAVA Commissioner within 180 days after facility start date.
- 4) Conduct interviews with key facility staff, DMAVA leadership, DMAVA Employee Relations staff, and union leadership. Develop recommendations based on the interviews and provide written reports to the DMAVA Commissioner within 90 days after facility start date.
- 5) Conduct focus groups with facility staff, residents, families, practitioners, and community providers and provide written reports and recommendations to the DMAVA Commissioner within 180 days after facility start date.
- 6) Observe resident care and documentation of resident care by facility staff, provide weekly written reports and recommendations for improvements to the DMAVA Commissioner.
- 7) Conduct a comparative review of other national public and private sector long-term care operations to assess advantages and challenges and provide written recommendations to the DMAVA Commissioner within 180 days after contract award.
- 8) Conduct ongoing assessments of current facility clinical staff performance and skills and submit written, monthly reports to the DMAVA Commissioner.
- 9) Provide written recommendations to the DMAVA Commissioner, within 90 days, for the improvement of facility supervisory staff managerial skills.
- 10) Create and submit to the DMAVA Commissioner, within 120 days after facility start date, functional job descriptions for all clinical staff ensuring compliance with VA/CMS/NJDOH regulations/standards as well as those aspects incorporated into the executive orders, directives, and laws. Note: functional job descriptions provide specific guidance and instructions to DMAVA facility staff, outlining duties at the facility. These differ from published State of New Jersey Job Descriptions on the Civil Service website. The functional job descriptions should align with the Civil Service job descriptions and shall include facility specific requirements.
- 11) Participate in meetings or conference calls as scheduled by DMAVA senior leadership to monitor progress and recommendations for improvement.
- 12) Provide an in-depth, written executive summary of structural and functional analysis of facility systems and organizational design and operational effectiveness within sixty (60) days of facility start date and submit to the Commissioner of DMAVA.
- 13) Submit to the DMAVA Commissioner a written assessment of clinical leadership performance and skills no later than ninety (90) days after the consultative team is on boarded.

- 14) Establish a written professional development and mentorship program for all clinical staff at the facility and submit to the Commissioner of DMAVA within 180 days after facility start date.
- 15) Provide monthly status reports to the DMAVA Commissioner for clinical leadership progress and challenges.
- 16) Provide a written report, within 180 days after facility start date, on recommendations for changes to facility clinical staff.
- 17) Provide written recommendations for revised clinical policies and procedures to the DMAVA Commissioner within 180 days after facility start date.
- 18) Provide updated language for each position's Performance Assessment Review (PAR) by May 31, 2023. The PAR language shall be based on the Civil Service and functional job descriptions.
- 19) Ten (10) months after the facility start date, provide a written Executive Summary of Findings to the Commissioner outlining recommendations and measures implemented at the facility along with outcomes resulting from the implemented changes; also, as part of this executive summary, provide recommendations for future improvements at the facility.
- 20) DMAVA, in consultation with the NJDOH Mission Critical Team will conduct a thorough review and evaluation of the Executive Summary of Findings (#19 above) and conditions at the facility. This review and evaluation will focus on DMAVA staff hired as well as the results of the changes implemented at the facility and will determine if the interim or consulting services should be continued.
- 21) Not less than 30 days prior to the expiration of the existing Contract term, DMAVA will notify the Vendor whether it desires to extend the contract.

4.4 Additional Requirements for Section 4.0

4.4.1 MANNER OF DELIVERY OF SERVICES

The vendor shall perform all services, make all recommendations, and implement all plans in a manner consistent with:

- The State's Civil Service, Human Resources, Employee Relations, and Procurement laws, rules, and regulations in the conduct of business related to this Contract.
- All rules, regulations, terms, and conditions of the U.S. Department of Veterans Affairs (VA), the Centers for Medicare and Medicaid Services (CMS) and the New Jersey Department of Health (NJDOH), plus any executive orders, directives, or laws pertaining to long-term care.
- Delivery of quality federal and state survey outcomes
- The recommendations of the Mission Critical Team (NJDOH) (at Menlo Park only).

4.4.2 REPORTING REQUIREMENTS

The vendor shall report to The DMAVA Director of Veterans Health Care Services in all matters, including, but not limited to staff review and evaluation, clinical policies and procedures, resident care, infection prevention and control.

4.4.3 DMAVA ACTIONS

DMAVA will be responsible to review all Vendor recommendations in all matters, request revisions from the vendor, if applicable, and determine which recommendations to implement and when they recommendations should be implemented.

4.4.4 DMAVA INTENT FOR JOB TITLES

It is DMAVA's intent that job titles not specifically identified in this Bid Solicitation will not be affected by this initiative. All job titles, however, remain subject to all applicable Civil Service, disciplinary and related rules and applicable Collective Bargaining Agreement requirements as if a contract awarded pursuant to this Bid Solicitation was not in place.

5 GENERAL CONTRACT TERMS

The Vendor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Vendor or to the authorized dealers/distributors, if applicable. The Vendor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Contract. The Vendor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Vendor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the deliverables, goods or services, shall not be construed as a waiver of any rights that the State may have arising out of the Vendor's performance of this Contract.

5.1 CONTRACT TERM AND EXTENSION OPTION

The base term of the Contract shall be for a period of one year for each facility. The facility start date will begin the base term of the Contract year for that facility.

This Contract may be extended up to four (4) years at each facility with no single extension exceeding one (1) year, by the mutual written consent of the Vendor and DMAVA.

5.2 OWNERSHIP OF MATERIAL

- A. **DMAVA Data** –DMAVA owns DMAVA Data. Vendor shall not obtain any right, title, or interest in any DMAVA Data, or information derived from or based on DMAVA Data. DMAVA Data provided to Vendor shall be delivered or returned to DMAVA upon thirty (30) days’ notice by DMAVA or thirty (30) days after the expiration or termination of the Contract. Except as specifically required by the requirements of the Bid Solicitation, DMAVA Data shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than DMAVA unless specifically directed to do so in writing by the DMAVA Contract Manager.
- B. **Work Product; Services** –DMAVA owns all Deliverables developed for DMAVA 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 DMAVA of completion, which are prepared for or are a result of the Services required under the Contract.
- C. **DMAVA Intellectual Property** – DMAVA owns all State Intellectual Property provided to Vendor pursuant to the Contract. State Intellectual Property shall be delivered or returned to DMAVA of New Jersey upon thirty (30) days’ notice by DMAVA or thirty (30) days after the expiration or termination of the Contract. DMAVA grants Vendor a non-exclusive, royalty-free, license to use State Intellectual Property for the purposes contemplated by the Contract. Except as specifically required by the requirements of the Bid Solicitation, State Intellectual Property shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than DMAVA unless specifically directed to do so in writing by DMAVA Contract Manager. DMAVA’s license to Vendor is limited by the term of the Contract and the confidentiality obligations set forth in *Bid Solicitation Section 6 – Data Security Requirements – Vendor Responsibility*.
- D. **No Rights** – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon Vendor 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 DMAVA. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon DMAVA any right, title, or interest in any Vendor Intellectual Property that is now owned or subsequently owned by Vendor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon DMAVA any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a third party.

5.3 SUBSTITUTION OF STAFF

If a Vendor needs to substitute any management, supervisory or key personnel, the Vendor shall identify the substitute personnel and the work to be performed. The Vendor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted for the individual(s) proposed as substitute(s) who must have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Vendor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Vendor has received written approval to proceed from the State Contract Manager.

5.4 Executive Order 166

The following Executive Order applies to this Bid Solicitation and resulting Contract:

Notice of Executive Order 166 Requirement for Posting of Winning Quote 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 Bid Solicitation is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the Bid Solicitation, the winning Bidder’s Quote and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its Quote, a Bidder 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 Quote: (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 Quote of any such designation should be clearly stated in a cover letter, and a redacted copy of the Quote should be provided. A Bidder's failure to designate such information as confidential in submitting a Quote 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 to designate its entire Quote as proprietary or confidential and will not honor a claim of copyright protection for an entire Quote. In the event of any challenge to the winning Bidder's assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation.

6 DATA SECURITY REQUIREMENTS – VENDOR RESPONSIBILITY

6.1 PRIVACY

- A. Data Ownership. DMAVA owns DMAVA Data. Vendor shall not obtain any right, title, or interest in any DMAVA Data, or information derived from or based on DMAVA Data.
- B. Data usage, storage, and protection of Personal Data are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, the New Jersey Privacy Notice found at NJ.gov, N.J.S.A. § 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. § 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. § 39:2-3.4. Vendor shall also conform to PCI DSS, where applicable.
- C. **Prior to contract award, the successful Bidder(s) shall be required to enter into a Business Associate Agreement with DMAVA to ensure complete protection of nursing home resident's PHI.**
- D. The Vendor's onsite staff may require the use of DMAVA electronic equipment and may have the ability to access sensitive employee and resident information. Onsite Vendor staff will be trained and be required to agree to all DMAVA and State of New Jersey Information Technology rules and regulations.
- E. Data Transmission: The Vendor shall not transmit or exchange DMAVA Data with any other parties.

7 QUOTE EVALUATION AND AWARD

7.1 RIGHT TO WAIVE

DMAVA may waive minor irregularities or omissions in a Quote. DMAVA reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

7.2 CLARIFICATION OF QUOTE

After the Quote Opening Date, unless requested by the State as noted below, Bidder contact with the Procurement Bureau regarding this Bid Solicitation and the submitted Quote is not permitted.

After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify certain aspects of its Quote. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies, material omissions, or used to revise or modify a Quote.

DMAVA reserves the right to request that a Bidder explain, in detail, how the Quote price was determined.

7.3 DMAVA'S RIGHT TO CHECK REFERENCES

DMAVA may also consult with clients of the Bidder during the evaluation of Quotes. Such consultation is intended to assist DMAVA in making a Contract award that is most advantageous to DMAVA.

7.4 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Quotes received in response to this Bid Solicitation. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

7.4.1 TECHNICAL EVALUATION CRITERIA

The following criteria will be used to evaluate and score Quotes received in response to this Bid Solicitation. Each criterion will be scored, and each score multiplied by a predetermined weight to develop the Technical Evaluation Score:

- A. Personnel: The qualifications and experience of the Bidder’s management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required;
- B. Experience of firm: The Bidder’s documented experience in successfully completing Contract of a similar size and scope in relation to the work required by this Bid Solicitation; and
- C. Ability of firm to complete the Scope of Work based on its Technical Quote: The Bidder’s demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract.

7.4.2 PRICE EVALUATION

For evaluation purposes, Bidders will be ranked from lowest to highest according to the total Quote price located on the DMAVA Price Sheet accompanying this Bid Solicitation.

7.5 QUOTE DISCREPANCIES

In evaluating Quotes, discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and totals of Unit Prices will be resolved in favor of Unit Prices. Discrepancies in the multiplication of units of work and Unit Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated total of multiplied Unit Prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

7.6 BEST AND FINAL OFFER (BAFO)

DMAVA may invite all Bidders to submit a Best and Final Offer (BAFO). Any BAFO that does not result in more advantageous pricing to DMAVA will not be considered, and DMAVA will evaluate the Bidder’s most advantageous previously submitted pricing.

DMAVA may conduct more than one (1) round of BAFO in order to attain the best value for the State.

7.7 CONTRACT AWARD

Contract award(s) will be made with reasonable promptness by written notice to that/those responsible Bidder(s), whose Quote(s), conforming to this Bid Solicitation, is(are) most advantageous to DMAVA, price, and other factors considered.

8 GLOSSARY

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

Unless otherwise specified in the Bid Solicitation, the following definitions will be part of any Contract awarded, or order placed, as a result of this Bid Solicitation. Note that not all definitions included here apply to all Bid Solicitations.

Acceptance – The written confirmation by the Using Agency that Vendor has completed a Deliverable according to the specified requirements.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Assistant Nursing Home Administrator-Clinical (ANHA-Clinical) - Provides daily oversight to the clinical departments. Manages each department head and their subordinate staff to ensure that each clinical department is functioning per regulations and policies. Minimum educational level is Bachelor's Degree.

Best and Final Offer or BAFO – Pricing timely submitted by a Bidder upon invitation by the Procurement Bureau after Quote opening, with or without prior discussion or negotiation.

Bid or Bid Solicitation – The documents which establish the bidding and Contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation, State of New Jersey Standard Terms and Conditions (SSTC), DMAVA Price Sheet, Attachments, and Bid Amendments.

Bid Amendment – Written clarification or revision to this Bid Solicitation issued by the Division. Bid Amendments, if any, will be issued prior to Quote opening.

Bid Opening Date – The date Quotes will be opened for evaluation and closed to further Quote submissions.

Bidder – An entity offering a Quote in response to the Division’s Bid Solicitation.

Breach of Security – as defined by N.J.S.A. 56:8-161, means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.

Business Associate Agreement (BAA) - establishes a legally-binding relationship between HIPAA-covered entities and business associates to ensure complete protection of Protected Health Information (PHI). This type of agreement is necessary if business associates can potentially access PHI during their work.

Business Day – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated; or as may be amended by DMAVA for operational needs.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Contract – The Contract consists of the Waivered Contract Supplement to the State of New Jersey Standard Terms and Conditions, the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation, the responsive Quote submitted by a responsible Bidder as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Vendor, in writing.

Contractor – The Bidder awarded a Contract resulting from this Bid Solicitation.

Days After Receipt of Order (ARO) – The number of calendar days ‘After Receipt of Order’ in which the Using Agency will receive the ordered materials and/or services.

Deliverable – Goods, products, Services and Work Product that Vendor is required to deliver to DMAVA under the Contract.

Director of Nursing (DON) - Oversees the nursing staff and overall nursing operations of the nursing home. Duties include evaluating and directing all nursing employees, establishing goals for the nursing department and creating and enforcing compliant healthcare policies. Maintains high standards of care for all patients, manages patients’ data and medical records as confidential records, communicates with doctors, residents and family members about resident health, and implements new procedures and trains Nurses on policies. Minimum educational level is Bachelor of Science (BSN) in Nursing.

DMAVA Data - means all data and metadata created or in any way originating with DMAVA, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with DMAVA, whether such data or output is stored on DMAVA’s hardware, the Provider’s hardware or exists in any system owned, maintained or otherwise controlled by DMAVA or by the Provider. State Data includes Personal Data and Non-Public Data.

DMAVA Intellectual Property – Any intellectual property that is owned by DMAVA. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

DMAVA Price Sheet – the bidding document created by DMAVA and attached to this Bid Solicitation on which the Bidder submits its Quote pricing as is referenced and described in the Bid Solicitation.

Evaluation Committee – A group of individuals assembled by DMAVA to review and evaluate Quotes submitted in response to this Bid Solicitation and recommend a Contract award.

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.

Hardware – Includes computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

Licensed Nursing Home Administrator (LNHA) - Responsible to maintain the business and organizational side of long term care facilities. Shall also be involved with residents on the personal level, focusing on resident care. Top priorities are quality and safety. Must possess a thorough understanding of the aging process and the geriatric medical industry. Must be licensed by the New Jersey Department of Health, Nursing Home Administrators Licensing Board as a Nursing Home Administrator.

May – Denotes that which is permissible or recommended, not mandatory.

Mobile Device - means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.

Must – Denotes that which is a mandatory requirement.

No Bid – The Bidder is not submitting a price Quote for an item on a price line.

Personal Data means –

“Personal Information” as defined in N.J.S.A. 56:8-161, means an individual’s first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver’s license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media; and/or

Data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver’s license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

Personally Identifiable Information or PII - as defined by the U.S. Department of Commerce, National Institute of Standards

and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Project – The undertakings or services that are the subject of this Bid Solicitation.

Protected Health Information or PHI - has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term “Individually Identifiable Health Information” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Quote – Bidder’s timely response to the Bid Solicitation including, but not limited to, technical Quote, price Quote including Best and Final Offer, any licenses, forms, certifications, clarifications, negotiated documents, and/or other documentation required by the Bid Solicitation.

Quote Opening Date - The date Quotes will be opened for evaluation and closed to further Quote submissions.

Revision – A response to a BAFO request or a requested clarification of the Bidder’s Quote.

Security Incident - means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State’s unencrypted Personal Data or Non-Public Data within the possession or control of the

Provider. A Security Incident may or may not turn into a Breach of Security.

Services – Includes, 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.

Shall – Denotes that which is a mandatory requirement.

Should – Denotes that which is permissible or recommended, not mandatory.

State – The State of New Jersey.

State Confidential Information - shall consist of State and DMAVA Data, State and DMAVA Intellectual Property, and any information or data gathered by the Vendor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);

State Contract Manager or SCM – The individual, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order. **The DMAVA Director of Veterans Health Care Services is the Contract Manager.**

Task – A discrete unit of work to be performed.

Third Party Intellectual Property – Any intellectual property owned by parties other than the State or Vendor 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.

Unit Cost or Unit Price – All-inclusive, firm fixed price charged by the Bidder for a single unit identified on a price line.

Vendor – Either the Bidder or the Contractor.

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

NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

Bidder Name	Bidder Address
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Directions: Refer to Request for Proposal Section 3.14 for Bidder instructions. The Bidder shall provide pricing for each line for years 1, 2, and 3 in the green highlighted cells below. Bidders may bid on one, two, or all three facilities. The Bidder must not alter the price schedule in any matter.

Line No.	Item Description	Estimated Annual Quantity*	Unit of Measure	Contract Year 1 Unit Cost	Extension Year 1 Unit Cost	Extension Year 2 Unit Cost	Extension Year 3 Unit Cost	Extension Year 4 Unit Cost	Total Estimated Price for 5-Year Term
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Menlo Park Veterans Memorial Home

1	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, INTERIM LICENSED NURSING HOME ADMINISTRATOR FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
2	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, INTERIM ASSISTANT LICENSED NURSING HOME ADMINISTRATOR FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
3	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, INTERIM DIRECTOR OF NURSING FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
4	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, LICENSED NURSING HOME ADMINISTRATOR CONSULTANT FOR EACH CONTRACT EXTENSION YEAR.	1	Hour	N/A					\$0.00
5	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, ASSISTANT LICENSED NURSING HOME ADMINISTRATOR CONSULTANT FOR EACH CONTRACT EXTENSION YEAR.	1	Hour	N/A					\$0.00
6	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, DIRECTOR OF NURSING CONSULTANT FOR EACH CONTRACT EXTENSION YEAR.	1	Hour	N/A					\$0.00
TOTAL, MENLO PARK									\$0.00

Paramus Veterans Memorial Home

1	ITEM DESCRIPTION (SECTION 4.2): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, LICENSED NURSING HOME ADMINISTRATOR CONSULTANT FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
2	ITEM DESCRIPTION (SECTION 4.2): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, DIRECTOR OF NURSING CONSULTANT FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
TOTAL, PARAMUS									\$0.00

Vineland Veterans Memorial Home

1	ITEM DESCRIPTION (SECTION 4.3): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, LICENSED NURSING HOME ADMINISTRATOR CONSULTANT FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
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2	ITEM DESCRIPTION (SECTION 4.3): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, ASSISTANT LICENSED NURSING HOME ADMINISTRATOR CONSULTANT FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
	TOTAL, VINELAND								\$0.00
	TOTAL, ALL FACILITIES								\$0.00

AMENDMENT 1

Administrative Management and Consulting Services for the New Jersey Department of Military and Veterans Affairs Nursing Home Facilities

RFP Questions and Answers

1. Q. Do we have to submit 3 applications for each location, or can 1 application that specifies our interest for all 3 suffice?
A. Only one bid sheet is needed; the Bid Sheet covers all three nursing homes and all services required by this RFP. However, the written proposal/narrative shall be separate for each home that was quoted in the price sheet.
2. Q. Is the vendor pricing proposal final, or is there room for negotiations? (DMAVA Price Sheet 3.8)
A. There shall be no price negotiations, bidder prices are final, firm and fixed. However, DMAVA may request lower pricing through the issuance of a Best and Final Offer (BAFO) request to all bidders.
3. Q. Is the expectation that management/consulting fees be incorporated into the cost of each itemized position's hourly rate? (DMAVA Price Sheet 3.8)
A. All fees, costs, overhead, profit, etc. shall be included in the hourly rates.
4. Q. When is the target date for the selected bidder to be announced?
A. DMAVA anticipates announcing the selected bidder(s) within 90 days after the quote opening date.
5. Q. For the DMAVA RFP Release, does this include hospice?
A. The RFP only addresses clinical management of the home. Hospice is not included.
6. Q. Will hospice be considered separately with an RFP for the 3 VA homes in New Jersey?
A. No, DMAVA does not anticipate issuing an RFP for Hospice services.
7. Q. Has the award date been specified when it will be announced?
A. See question #4.
8. Q. Under whose license will the VA be operated once the bids are awarded?
A. DMAVA will continue to maintain the licenses for the nursing home facilities. The interim LNHA at Menlo Park will hold the Administrator license. The current DMAVA Administrators will hold the licenses at Vineland and Paramus.
9. Q. If recommended improvements include facility upgrades, will they be considered in addition to clinical recommendations? Is there a facility improvement plan for each site? 4.3.4.1
A. Yes, all recommendations will be considered.
 - DMAVA is currently reviewing bids for the construction of climate controlled storage buildings at each of the homes to house PPE.

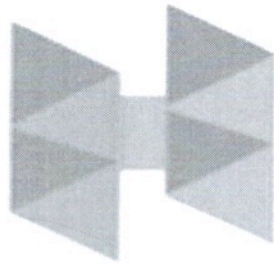
- Potential future improvements at each home are:

Menlo Park – Conversion of dual occupancy to single occupancy, HVAC upgrade, Energy Savings Initiative Program (ESIP), grounds beautification, security improvements, rest room flooring replacement, active shooter alert system, hot water storage tanks.

Paramus – Conversion of dual occupancy to single occupancy, resident room individual AC upgrades; Energy Savings Initiative Program (ESIP), grounds beautification, elevator upgrades, active shooter alert system, refrigerator and freezer upgrade, hand rail and baseboard replacement.

Vineland – Rotunda upgrade, outside grounds beautification, active shooter alert system, wheelchair ramp, fencing property.

10. Q. Will new employees retained by the operator to provide clinical care be hired by the operator or by the State? 4.1.3.1
- A. The vendor will assist DMAVA with locating suitable staff; those identified will be hired by the State (DMAVA).
11. Q. Will the facility be maintained and operated by the state/county/municipality or by the successful bidder?
- A. The State (DMAVA) will continue to maintain and operate the facilities.
12. Q. When was the last time capital improvements were made and what were they?
- A. Menlo Park – Nurses Call Station-2016, Generator Transfer Switch installation – 2019, Ground Generator Upgrade – 2022
Paramus – Nurses Call Station – 2016, HVAC system upgrade – 2022, Generator Transfer Switch installation – 2022
Vineland – Nurse Call Station – 2016, HVAC Upgrade – 2017, Generator Transfer Switch installation– 2021, Energy Savings Incentive Project - 2022
13. Q. What are the plans for future capital improvements and will the management contract/successful bidder have input into improvements?
- A. See question #9.
14. Q. Does DMAVA have an EMR/EHR?
- A. Not at this time. DMAVA is currently working to acquire Electronic Medical Records software.
15. Q. Would DMAVA consider bifurcating the Menlo Park contract- Staffing/ Consulting?
- A. No.
16. Q. What is the budget for this RFP- broken down by each facility?
- A. No budget has been established for the work required by this RFP. Quote evaluations will be performed by a DMAVA Evaluation Committee and recommendation for contract award will be to the bidder whose quote, conforming to this Bid Solicitation, is most advantageous to the State, price and other factors considered.
17. Q. The pricing sheets indicate the consultants for Vineland and Paramus must be licensed nursing home administrators and directors of nursing. This is not required in the narrative of the RFP. Are these consultants required to be currently licensed?
- A. All consultants must be licensed in their field.
18. Q. Is there a bid # associated with this opportunity?
- A. There is no bid number for this RFP.



Honor Aging
Advancing Senior Care

New Jersey Department of Military and
Veteran's Affairs Nursing Home Request for
Proposal

1/25/23



January 27, 2023

Dear New Jersey DMAVA RFP Review Committee:

Interim Quality Partners, DBA Honor Aging, is proud to present our response to your Request for Proposal to provide consultation services to the Veteran's Nursing Homes throughout New Jersey. We hope that you find our narrative and supporting documentation to be thorough, thoughtful and compelling.

We are hopeful to have the opportunity to serve the Veteran's who live in these facilities and to provide value added clinical and operational consulting services, that will enhance the quality of care they are already receiving.

Thank you in advance for your consideration and we have included our contact information below.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Hodges", written in a cursive style.

Tim Hodges

President and CEO

Honor Aging Contact Information:

Tim Hodges, President and CEO

Email:

[Redacted]

Phone:

[Redacted]

Dr. Sanket Rupareliya, Co-founder and COO

Email:

[Redacted]

Phone:

[Redacted]

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Attachment #1: Honor Aging Employee and Consultant Resumes

Attachment #2: Client and Business References

Attachment #3: Workflow Spreadsheets - Menlo Park, Vineland and Paramus

Attachment #4: Interim Quality Partners DBA Honor Aging Certificate

Attachment #5: Honor Aging/Tim Hodges Published Articles

Attachment #6: Organizational Charts - Paramus, Menlo Park, Vineland

Attachment #7: Honor Aging Company Overview

Attachment #8: Caring During Corona Menlo Park Letter of Thanks

Attachment #9: Honor Aging Educational Events

Attachment #10: NJ State Documents

Attachment #11: Completed Business Associate Agreement



Interim Quality Partners, DBA Honor Aging, LLC is proud to submit our response to the bid solicitation and request for proposal published by the New Jersey Department of Military and Veteran's Affairs Nursing Home facilities on December 21, 2022. Honor Aging is uniquely qualified to meet the needs of the NJ DMAVA Nursing Facilities in New Jersey. Honor Aging was formed to leverage the experience, expertise and large network of its owners, employees, and consultants to assist long term care and senior living providers in improving quality in their respective facilities and organizations.

Honor Aging is bidding on all three of the NJ VA Nursing Homes: Menlo Park, NJ, Vineland, NJ and Paramus, NJ. The narrative included in this response and our consulting approach will be consistent for all three facilities. Although we would be glad to be awarded any one of the locations in this bid, we feel the operational efficiencies and leverage of having all three locations would be of tremendous value to our organization in execution, as well as to the VA in streamlining information, communication, processes and realizing outcomes. The required NJ state documents outlined in section 3.6. of the RFP have been completed and we have attached the certificate in the attachments section.

Our intent in responding to this request for proposal is to demonstrate Honor Aging's capabilities, expertise, track record and experience, to exceed the expectations outlined in this request.

Specifically, Honor Aging will outline in this RFP:

1. Who we are
2. Why we are uniquely qualified
3. Our services
4. Our team members
5. Our accomplishments and experience
6. How we will execute the specifications of the RFP
7. References, letters of support, additional supporting documentation

Who is Honor Aging?

Honor Aging is solely owned by Tim Hodges and Dr. Sanket Rupareliya, who are equal partners in the company. Honor Aging is based in East Brunswick, NJ and currently has 6 full time employees. Honor Aging provides permanent and interim recruitment services and placement to the long term care and assisted living industry, operational consulting and advisory services to long term care, assisted living, adult day care, and home care organizations - as well as organizations who service these providers, has partial ownership in a Medicare certified hospice in NJ and PA, has partial ownership in a software development company servicing the

healthcare industry, and provides continuing education seminars and sessions for nursing home administrators, registered nurses, social workers and certified assisted living administrators.

Mission Statement:

Honor Aging offers consulting and advisory services intended to assist in providing personalized and compassionate care to older adults in senior healthcare settings. With a focus on strong operational standards, Honor Aging prides itself on helping our clients deliver care which is outcome oriented by healthcare professionals who take pride in their work and who embrace their calling, and the culture of caring our company and clients expect.

Values:

Honor Aging believes in upholding the highest ethical standards of care and employee appreciation and development. This is reflected in our company values:

- ***Do the Right Thing:*** Honor Aging values and expects every employee to always uphold the highest ethical standards and behaviors toward one another and our clients. We encourage and believe in a culture of compliance.
- ***Person Centered Care:*** At Honor Aging, we believe healthcare should be dignified, personalized, deeply rooted in choice, and celebratory of each patient’s life experiences and preferences.
- ***Celebrate Diversity:*** Embracing and understanding one another’s differences, backgrounds and perspectives is the cornerstone of Honor Aging’s success. We believe that the coming together of individuals of diverse backgrounds and cultures through equity and inclusion makes us and the care we provide stronger.
- ***Support and Accountability:*** We strive to provide a supportive and educational environment at Honor Aging through ongoing professional development, training, and mentoring. We also expect that our team members uphold the highest professional standards and character and demonstrate accountability in all areas of their work performance.
- ***Appreciation:*** Honor Aging believes in recognizing and rewarding our team members to ensure they feel respected and to motivate each employee to achieve their highest potential. We do this through our employee appreciation programs and events, providing constructive feedback and celebrating accomplishments and teamwork.

What differentiates Honor Aging as a partner?

1. Recruitment and Staffing Expertise:

- Honor Aging placed 55 individuals in healthcare roles in NJ in 2022. Most of these individuals were nursing home administrators and clinicians servicing the long-term care and senior living industry in the state. Arguably, the highest number of placements in

New Jersey of any professional search firm dedicated to the senior care industry. (See list of 2022 placements on the next two pages)

- Honor Aging does not place advertisements with job openings or cold call potential candidates. All our placements and hires are colleagues we have either worked with in the past or who come personally recommended to us by colleagues we have worked with.
- Our database of candidates of long-term care professionals in New Jersey with whom we have worked and personally know includes over 1,500 Licensed Nursing Home Administrators, Directors of Nursing, Nursing Home Department Heads and front-line staff members (RN's, LPN's, CNA's, housekeeping, dietary, etc.) and is stored in our CRM system (LinkedIn Talent Solutions).
- Honor Aging has a contract and has placed Administrators, Directors of Nursing, regional support professionals and department heads representing over 100 skilled nursing facilities throughout New Jersey (client list available upon request).
- Honor Aging's fill rate of open positions, interim and permanent, was 91% in 2022.
- In 2022, permanent candidates placed by Honor Aging had a 95% retention rate with their employer after 6 months of employment as of September 2022.

Honor Aging Permanent and Interim Placements 2022

	Name	Position	Facility	Parent Company	Perm/Interim
1	Mary Harriet Karas, RN	Director of Nursing	Livingston Post-Acute, Livingston, NJ	Spring Hills	P
2	Lisa Kranis	Administrator/LNHA	Livingston Post-Acute, Livingston, NJ	Spring Hills	I
3	Wanda Toussaint	Director of Social Work	Hamilton Post-Acute Care, Hamilton, NJ	Domani Healthcare	I
4	Mark Sorrento	Administrator/LNHA	Hamilton Post-Acute Care, Hamilton, NJ	Domani Healthcare	P
5	Tammy Halloway, RN	Nurse Case Manager	Hamilton Post-Acute Care, Hamilton, NJ	Domani Healthcare	P
6	Elaine Summers, RN	Director of Nursing	Eagleview Health and Rehab, Pittsgrove, NJ	Domani Healthcare	P
7	Kathy Madden	Administrator/LNHA	House of Good Shepherd, Hackettstown, NJ	House of Good Shepherd	I
8	Nadia Prasad	Human Resources Manager	House of Good Shepherd, Hackettstown, NJ	House of Good Shepherd	P
9	George Arezzo	Administrator/LNHA	Bristal Assisted Living, Waldwick, NJ	Ultimate Care Management	P
10	Alicia Greenemeir, RN	Director of Nursing	Cranford Park Nursing Home, Cranford, NJ	Cranford Park Nursing Home	I
11	Alicia Greenemeir, RN	Director of Nursing	Green Knoll Nursing Center, Bridgewater, NJ	Complete Care Management	I
12	Steven Salvanto	Administrator/LNHA	Livia Senior Living, Whippany, NJ	Livia Senior Living	P
13	Kathy Madden	Administrator/LNHA	Livia Senior Living, Whippany, NJ	Livia Senior Living	I
14	Joe Mina	Administrator/LNHA	Galloway Nursing and Rehabilitation, Galloway, NJ	Continuum Healthcare	P
15	Joan Fredella	Administrator/LNHA	Galloway Nursing and Rehabilitation, Galloway, NJ	Continuum Healthcare	I
16	Emilce Londono, RN	Director of Nursing	House of Good Shepherd, Hackettstown, NJ	House of Good Shepherd	I
17	Veshal Chheda	Administrator/LNHA	The Elms of Cranbury, Cranbury, NJ	Atlas Healthcare	P
18	Melissa Hickey, RN	Director of Nursing	The Healthcare Center at Bloomingdale, Bloomingdale, NJ	Continuum Healthcare	I
19	Brenda Mattersich, RN	Director of Case Management	Galloway Nursing and Rehabilitation, Galloway, NJ	Continuum Healthcare	P
20	Victor Ferrer, RN	Regional Director of Clinical Services	Central NJ Region	Complete Care Management	P
21	Patricia Wood	Administrator/LNHA	Llanfair House Nursing Home, Wayne, NJ	Complete Care Management	P
22	Marina Ferrer	Administrator/LNHA	Abingdon Nursing Home, Greenbrook, NJ	Windsor Healthcare	P
23	Ritan Pandya	Administrator/LNHA	Ashbrook Nursing Home, Scotch Plains, NJ	Windsor Healthcare	P
24	Karine Peterside	Administrator/LNHA	Merwyck Nursing and Rehabilitation, Princeton, NJ	Windsor Healthcare	P
25	Jessica Arroya, RN	Administrator/LNHA	Spring Hills Nursing Home, Park Ridge, NJ	Spring Hills	P
26	Laurie Rittgers, RN	Director of Case Management	Spring Hills Nursing Home, Park Ridge, NJ	Spring Hills	P
27	Lance Abalos	Admissions Director	Livingston Post-Acute, Livingston, NJ	Spring Hills	P
28	Deborah Hall	Administrator/LNHA	Cranford Nursing and Rehabilitation, Cranford, NJ	Atlas Healthcare	P
29	Helene Swank	Administrator/LNHA	Maywood Nursing and Rehabilitation, Maywood, NJ	Atlas Healthcare	I
30	Chad Giampino	Administrator/LNHA	SH Matawan Post-Acute Care, Matawan, NJ	Atlas Healthcare	P
31	Daniel Silva, RRT	Administrator/CALA	SH Matawan Assisted Living, Matawan, NJ	Spring Hills	P
32	Michelle Reich	Administrator/LNHA	Daughters of Miriam Nursing Home, Clifton, NJ	Atlas Healthcare	P
33	Laurie Elder, RN	Assistant Director of Nursing	SH Matawan Post-Acute Care, Matawan, NJ	Spring Hills	P
34	Aaron Schwartz	Administrator/LNHA	Rivers Edge Nursing and Rehabilitation, Bridgewater, NJ	Atlas Healthcare	P
35	Tashiana Lester, RN	Director of Nursing	Eagleview Health and Rehab, Pittsgrove, NJ	Domani Healthcare	I
36	Neil Puertolleno, RN	Director of Nursing	Complete Care of Westfield, Westfield, NJ	Complete Care Management	P

37	Gaurav Nagar	Consulting CIC (NJ State Mandated)	Roosevelt Care Center, Edison, NJ	Complete Care Management	I
38	Lisa Cosgrove	Admissions Director	Preferred Care of Old Bridge, Old Bridge, NJ	Preferred Care Management	P
39	Jason Hutchens	Consulting LNHA	Veteran's Memorial Home, Edison, NJ	NJ Dept. of Veteran's Affairs	I
40	Lisa Kranis	Administrator	Veteran's Memorial Home, Edison, NJ	NJ Dept. of Veteran's Affairs	I
41	Gaurav Nagar	Consulting CIC (NJ State Mandated)	Veteran's Memorial Home, Edison, NJ	NJ Dept. of Veteran's Affairs	I
42	Melissa Hickey, RN	Director of Nursing	Veteran's Memorial Home, Edison, NJ	NJ Dept. of Veteran's Affairs	I
43	Rebecca Resh	Consulting Administrator	Veteran's Memorial Home, Edison, NJ	NJ Dept. of Veteran's Affairs	I
44	Janine Zavlasky	Regional Manager, LNHA	Spring Hills Central NJ	Spring Hills	P
45	Cheryl Dorn	COO	Continuum Healthcare New Jersey and PA	Continuum Healthcare	P
46	Lisa Ross, RN	Chief Nursing Officer	Continuum Healthcare New Jersey and PA	Continuum Healthcare	P
47	Ann Foley Sandy Braughtingham, RN	Director of Community Relations	Spring Hills of Livingston Assisted Living, Livingston, NJ	Spring Hills	P
48		Director of Nursing	Springpoint of Manalapan Assisted Living, Manalapan, NJ Bloomingdale Nursing and Rehabilitation, Bloomingdale, NJ	Springpoint Senior Living	P
49	Alex Marino	Director of Admissions		Continuum Healthcare	P
50	Alicia Greenemeir, RN	Director of Nursing	Livingston Post-Acute, Livingston, NJ	Spring Hills	I
51	Joanne Wall, RN	Director of Nursing	The Senior Care Company, Essex County, NJ	The Senior Care Company	I
52	Joanne Wall, RN	Director of Nursing	Bella Terra Assisted Living, Jackson, NJ	Bella Terra Assisted Living	I
52	Richard Molfetta	COO	Circadia Health, Los Angeles, California Bloomingdale Nursing and Rehabilitation, Bloomingdale, NJ	Circadia Health	P
52	Jean Monnecka, RN	Administrator/LNHA		Continuum Healthcare	P
53	Michelle Dendrios	Admissions Director	Spring Hills of Park Ridge, Park Ridge, NJ	Spring Hills	P
54	Sanjukta Berry	Social Work	Veteran's Memorial Home, Edison, NJ	NJ Dept. of Veteran's Affairs	P
55	Donny Schwartz	Administrator/LNHA	Canterbury Nursing Home, Cedar Grove, NJ	Windsor Healthcare	P

2. Operational Strength and Experience

- Honor Aging leadership has over 50 years combined experience successfully managing nursing homes and senior living facilities in the state of New Jersey. Tim Hodges, Honor Aging's CEO has been responsible for the operations of over 23 skilled nursing centers and 12 assisted living communities from 2008 through 2020 and opened more skilled nursing facilities in New Jersey in his role in operations than any other long term care operator working in the state today.
- Honor Aging professionals include 4 Licensed Nursing Home Administrators, Two Registered Nurses (one is also a Nurse Practitioner) and a Certified Infection Preventionist (CIC) solely dedicated to consulting. Honor Aging's leadership team collectively has been responsible for overseeing over 300 annual NJ Department of Health surveys since 2008 in their collective experience.
- Honor Aging also has a network of advisors and consultants who work on a project-by-project basis to supplement in areas of expertise that we do not provide through our full-time employees.
- Honor Aging provides advisory and consulting services to skilled nursing facility and assisted living operators in areas of expertise which include financial proformas/budgeting, human resources, talent recruitment, technology, dietician and nutritional services, physician services (primary care and specialist consultants), legal and regulatory services, infection control and prevention, clinical care, public relations and social media, social work services, clinical reimbursement services, activities and programming services, physical, occupational and speech therapy and environmental services.
- In 2022, we assisted one of New Jersey's largest skilled nursing facility operators in achieving full compliance at one of their facilities in Central New Jersey, after receiving a directed plan of care from the NJ Department of Health for multiple deficiencies in infection control, resulting in the need for on-site consulting from Honor Aging for over 6 months to achieve full compliance. We have also successfully provided clinical consulting and administrative support to nursing home providers in QAPI development, clinical education, quality improvement projects and clinical performance improvement projects enabling these providers to follow state and federal guidelines as well as improving quality of care offered to their Residents.
- Honor Aging principle Sanket Rupareliya is both an MD and LNHA, uniquely qualifying our organization to effectively assess, manage, and improve complex clinical operational issues and systems.
- Honor Aging does not own nursing homes. Consulting and advising to nursing home and assisted living operators is our area of expertise, ensuring that our focus as consultants on the NJ Veterans Homes will not be diluted or marginalized by prioritizing the operations of owned facilities. We offer a personalized, streamlined, and accessible structure to our clients.
- Honor Aging is a New Jersey based organization. The leadership team live near the NJ Veteran's homes. Tim Hodges is a resident of Middlesex County, NJ and lives 10

minutes from the Menlo Park, NJ location, Dr. Sanket Rupareliya is resident of Monmouth County, NJ and lives 40 minutes from the Menlo Park, NJ location and one hour and 10 minutes from the Vineland, NJ location. James Gardner, Honor Aging's Chief Marketing Officer, and Vice President of Operations lives in Bergen County and lives 15 minutes from the Paramus, NJ location.

Honor Aging Clients, Companies and Consulting Engagements 2021-2022

Circadia Technologies: Circadia, based in Los Angeles, California has developed a remote patient monitoring product targeted for use in skilled nursing and assisted living communities. This is an FDA approved remote patient monitoring system which detects subtle pulmonary/respiratory changes in long term care and assisted living residents utilizing radar technology. The system assists long term care providers in the early identification of patients who are in respiratory distress which helps in avoiding a hospitalization. Honor Aging assisted Circadia in implementing the program in over 50 skilled nursing facilities, dramatically improving quality of care at these facilities and developed the plan for the company to launch on the East Coast and develop new market segments,

Dove Hospice: Honor Aging became a 20% shareholder in Dove Hospice of New Jersey and Pennsylvania in June of 2022. The company is headquartered in Manalapan, NJ. Dove is a privately owned and operated, Medicare certified entity with a focus on personalized, and compassionate hospice care. Honor Aging is responsible for assisting in program development (such as developing a specialty Alzheimer's program, a culturally specific Indian hospice program and physician hospice education programs) as well as with recruitment, branding and assisting with strategic alliances and new ventures.

The Job Haines Organization: Honor Aging was engaged by the Board of Job Haines Organization in Bloomfield, NJ to provide this large non-for-profit nursing home and assisted living provider with a 5-year strategic plan, to assist them in preserving their large financial endowment and to provide recommendations and strategies regarding services they should develop that are consistent with market needs and financially feasible.

Spring Hills: Honor Aging served as consultants for this Edison, NJ based organization of 9 skilled nursing facilities (1,202 plus beds) to assist the organization in occupancy development, talent recruitment, operations, and financial stabilization. Honor Aging provided consultation and recruitment services resulting in the recruitment of over 10 individuals in 3 months ranging from Administrators to Regional Managers, and assisted in improving occupancy by 30%, allowing the company to divest of the portfolio to new owners.

Continuum Healthcare, Inc.: Honor Aging has served as the primary consultants of record for this company consisting of 6 skilled nursing facilities based in Englewood Cliffs, NJ with 787 beds in New Jersey and Pennsylvania since 2021. Honor Aging provides high level operational and financial consulting services and became engaged with this company late in 2021 when they were experiencing potential financial default to lenders due to low occupancy, leadership turnover, quality issues and expense management concerns. Honor Aging recruited a senior level financial advisor, Chief Operating Officer, Chief Nursing Officer, Chief Marketing Officer

and several Administrators and Directors of Nursing who have improved staffing, survey and quality outcomes and occupancy (from 78% to over 90%) in a little over a year and half, stabilizing the portfolio.

MyShift Time: Honor Aging is a partial owner of MyShift (MST) Time. MST is software used on an App platform geared uniquely towards the skilled nursing facility and senior living market that is intended to help providers better manage staffing and scheduling. Honor Aging, along with our software development partners on the West Coast, Ardira, developed this software in 2021 to assist providers in better communicating open shifts to their front-line RN's, LPN's and CNA's, as well as better plan schedules for staff to avoid the proverbial 11th hour staffing crisis. The software is invaluable in helping skilled nursing and assisted living providers gain better control of quality by ensuring the best possible staffing ratios, eliminating contract labor which can impact quality, and improve morale and staff input by offering better communication.

New Beginnings Adult Day Care: Honor Aging assisted in opening this 74-member Adult Day Care Center in Philadelphia in 2022. Our company was engaged by the owners to develop the operational and clinical policies and procedures, structural and environmental requirements, marketing, and initial survey with the state of Pennsylvania to allow the center to operate. Honor Aging assisted in gaining all necessary approvals and helped the owners pass state certification. New Beginnings is now open and successfully providing services to the community.

Interim Quality Partners: In 2021, Honor Aging started Interim Quality Partners after identifying a need throughout the NJ, NY and PA tri state area for interim nursing home Administrators and Directors of Nursing. Through Honor Aging's vast network of experienced health care professionals, we have successfully placed over 30 individuals in interim leadership assignments since 2021.

Honor Aging Talent: Honor Aging Talent was formed in January of 2022 to assist long term care and senior living providers in recruiting permanent leadership positions via our robust network of Administrators, Directors of Nursing as well as multi-disciplinary department head leaders and regional support professionals. All candidates placed by Honor Aging are known to us through past working history or referred to us by individuals we have a working relationship with. Honor Aging has successfully placed over 30 individuals in permanent positions in the long-term care industry since 2022.

Continuing Education Programs: In partnership with the CEU sponsorship organization, Longtree and Associates, Honor Aging has created and taught continuing education programs to Licensed Nursing Home Administrators, Certified Assisted Living Administrators, Social Workers, and Registered Nurses locally and nationally on courses and topics related to Ageism, Ethics, and Effective Communication and Management in Healthcare Settings. Honor Aging also lectures to students who are a part of the Licensed Nursing Home Administrator certification class through our partnership with Longtree and Associates. In September of 2022, Honor Aging sponsored, along with Longtree and Associates, a full day of CEU presentations for LNHA's, CALA's and Social Workers and RNs in which over 300 NJ healthcare professionals attended.

Exos Financial Private Equity Group: Honor Aging has performed over 10 due diligence and feasibility projects for this private equity group as part of their process in evaluating investment or financial ownership in various skilled nursing and senior living companies throughout the United States. This includes comprehensive market feasibility studies, proforma development, operations and staffing analysis and final recommendations. These are a combination of startup/new facility construction and assessing acquisitions of existing facilities and portfolios.

The Honor Aging Team

Tim Hodges, President, CEO and Co-Founder:

Tim Hodges has just celebrated 30 years of experience in the long-term care industry. He began his career in administration at a long-term care facility in Union County, NJ in 1992 and advanced in subsequent years to run the daily operations of one of NJ's largest multi skilled nursing facility organizations, CareOne. Since 2006, Tim has overseen operations of the company in his role as Senior VP of Operations and then Chief Strategy Officer on the Executive Management Team through 2020 when he retired from the company. His track record and accomplishments spanning 20 years at CareOne are many. During his tenure at CareOne, Tim helped grow the company from 4 facilities when he started in 2000, to over 30 skilled nursing and assisted living facilities with a substantial footprint throughout New Jersey. Tim has been responsible for opening more new skilled nursing facilities in New Jersey than any other senior level long term care executive in the industry.

Career Accomplishments:

- Successfully opened 12 new skilled nursing and assisted living communities
- 150 annual regulatory state survey inspections
- Implemented along with clinical leadership, numerous clinical programs, including specialty cardiac, pulmonary, oncology, wound care, dementia/Alzheimer's and orthopedic programs, direct admission to SNF program and several culturally focused programs throughout NJ.
- Responsible for the successful inclusion of Care One facilities in 7 "preferred provider" relationships with major hospital systems throughout New Jersey
- Launched Harmony Village memory care assisted living product line in 12 locations
- Lead training, education and development initiatives and leadership development program in concert with Clinical Education Department
- Organized and moderated the company's quarterly and annual LNHA and DON meetings and summits
- Successfully lead the company's charitable fundraisers which raised over \$7 million dollars over the span of 6 years for organizations such as The Valerie Fund, Make A Wish NJ, The Breast Cancer Research Foundation, Hurricane Maria Relief and The Care One Cancer Fund
- Started a personal fundraiser during the initial phase of COVID-19 called Caring During Corona to raise money for nurse's aides, residents and their families to offset increased expenses and recognize heroic efforts (see attached thank you letter from 2020 from the Menlo Park VA home which received gift cards for Residents to use)

- Was responsible with the Executive Management Team at CareOne for over 10,000 employees
- Assisted with directing the implementation of clinical reimbursement transition training for all facilities from RUGS to PDPM
- Achieved #1 market share in every community CareOne operated in for short term, post-acute care stay
- Helped lead the transition to Point Click Care EHR from manual charting
- Responsible for evaluating all acquisition ventures with ownership
- Was the company emergency response leader during Hurricane Sandy
- Consistently achieved above average quality ratings on Medicare Compare every year since the program was instituted.
- Worked in concert CareOne's clinical leadership infrastructure, overseeing quality assurance, clinical education, recruitment, compliance, and program development
- Personally recruited over 150 department head and corporate/regional employees during his tenure with the company
- Had over 20 regional direct reports in every discipline supporting the organization's operations
- Created CareOne's "Culture of Excellence" program aimed at developing talent throughout the organization to be promoted from within, establishing customer service training and protocols, enhancing employee relations initiatives, and establishing and implementing clinical/quality benchmarks aimed at improving outcomes for the Residents and Patients served
- Was the face of CareOne for 20 years and the spokesperson for media and government relations

Mr. Hodges has served on the Foundation Board of Saint Joseph's Healthcare System in Paterson, NJ, The Foundation Board of Hackensack University Medical Center in Hackensack, NJ as well as the Business Innovation Board of the NJ Hospital Association. Additionally, he is an approved continuing education speaker with the National Board of Nursing Home Administrators, the American Nursing Association and the National Association of Social Workers and has given over 100 hours of training and education in areas such as ethics, cultural diversity and communication in healthcare settings and leadership.

After a successful tenure and career at CareOne, Tim launched Honor Aging, LLC along with Sanket Rupareliya, LNHA, MD to assist long term care and senior living providers in attracting the highest quality leaders, improve operational and quality performance, and establish other service lines which complement the care offered in the post-acute care/senior living environment. In 2022, Honor Aging became a partner in a Medicare Certified Hospice licensed in NJ and Pa, Dove Hospice, which has a mission to be an alternative to the large national hospices now prevalent throughout the tri state area. Dove's mission is to offer personalized, tailored hospice to clients living in nursing centers, assisted living and at home with an emphasis on a personal connection to the health care professionals Mr. Hodges has known for over 30 years to encourage trust and peace of mind in the services rendered.

Honor Aging has also established itself as one of the market leaders in permanent and interim placement of long-term care and senior living talent search throughout New Jersey. Mr. Hodges has an extensive network of nursing home and senior living administrators and clinicians that has been established and curated over his 30-year career in NJ senior care. He has arguably the most extensive network of talent in the senior living industry than any other person working in NJ today. Tim is a published author, writing articles for noted industry association publications and social media as well as a sought-after speaker and moderator locally and nationally on issues and topics related to the current and future state of the senior care industry (examples attached).

Dr. Sanket Rupareliya, Chief Operating Officer and Co-Founder

Dr. Rupareliya has been working in long term care since 2011. In addition to being a physician, he received his LNHA in 2011 and took over a 120-bed long term care center in Edison, NJ in 2012 that was struggling with staff morale, union relations, occupancy and quality/survey issues. The center was part of a large nursing home chain within New Jersey. Within 2 years, Dr. Rupareliya turned around that center with improved quality ratings and state surveys, occupancy above 90%, and reduced employee turnover and high resident and employee satisfaction scores. After 5 years at that nursing home, Sanket was promoted to Regional Vice President overseeing 7 nursing homes representing over 1,000 beds in Central New Jersey.

While a Regional Vice President, Dr. Rupareliya was responsible for recruitment of talent (Administrators, Directors of Nursing and Department Heads) within his region and companywide, working with the Clinical Services Department on quality assurance programs and mock surveys, employee appreciation programs, employee education programs, hospital and physician relations, vendor selection and management, clinical program development, and staffing management solutions.

After 7 years with that organization, Dr. Rupareliya became the Vice President of Business Development and Clinical Programming with another regional nursing home chain in New Jersey. In this role, he also assumed the role of acting administrator of 125 bed nursing home in central NJ to help oversee the center during the initial year of COVID. Through his leadership, the facility successfully managed through the epidemic with strong staffing, excellent surveys, and compliance with state and federal infection control guidelines.

Dr. Rupareliya joined Honor Aging in 2021 as Co-founder and is responsible for overseeing operations for the company, including Human Resources, Vendor Management, Client Relations, Revenue Cycle, Finance, Compliance, Recruitment, Regulatory and Licensure Surveys, Clinical Program Development, Physician Relations, Acquisitions, and Honor Aging LNHA leadership development, Hospice Services, Adult Day Care Services and is the Administrator of Honor Aging's Permanent and Interim Talent placement service.

Dr. Rupareliya currently services on the foundation board of Hackensack/Meridian JFK Medical Center in Edison, NJ as well as on the Executive Committee of the American Association of Physicians of Indian Origin (AAPI) in New Jersey. Through his association with AAPI, Dr. Rupareliya has developed several units within skilled nursing facilities in New Jersey catering to

an Indian Patient population. Additionally, he is currently developing the first Medicare certified Hospice program targeted to the Indian population in New Jersey and Pennsylvania.

Honor Aging Employees:

Jim Gardner, LNHA, CDP: Chief Marketing Officer and V.P. of Operations: With over 15 years' experience in long term care, Jim is a licensed Nursing Home Administrator and seasoned strategist who has overseen the successful turnaround of several skilled nursing facilities in Northern New Jersey. Jim operated a ventilator unit within a skilled nursing facility during the first year of COVID, leading his team successfully through one of the most difficult periods in long term care. Jim is also a Certified Dementia Practitioner and is the main liaison for Honor Aging with several of our clients, ensuring the day-to-day completion of our contracted responsibilities and the routine reporting of our consulting activities. Prior to joining Honor Aging in 2021, Jim oversaw the successful improvement of a skilled nursing facility in Bergen County from 2 to 5 stars in his role as Administrator and Director of Healthcare Strategy for a large family run skilled nursing operator in New Jersey.

Lisa Kranis, LNHA, Consulting Administrator: Lisa has been a licensed nursing home administrator since 2004. Lisa is known for her attention to detail, history of successful annual department of health surveys, employee relations, and customer relations skills. During the initial phase of COVID, Lisa successfully led her team at Genesis Healthcare in Cedar Grove, NJ, a 190-bed skilled nursing facility in Essex County, New Jersey through one of the most trying and difficult times in our industry – invaluable experience which has made her an in demand and highly respected nursing home Administrator in New Jersey.

Melissa Hickey, RN, DNP, Corporate Director of Clinical Services: Melissa joined Honor Aging in 2022 and soon after successfully attained her Doctorate of Nurse Practitioner from Chamberlin University in 2022. With over 10 years' experience in long term care settings, Melissa has held virtually every clinical position in a nursing home starting with staff nurse, nursing supervisor, charge nurse, Assistant Director of Nursing and Director of Nursing. Prior to joining Honor Aging, Melissa served as Assistant Director of Nursing at a 120-bed skilled nursing home in Monmouth County where she was responsible for resident care, survey preparation, infection prevention and education. During the height of COVID in 2021, Melissa was the acting Director of Nursing of a 120-bed skilled nursing facility in Middlesex County where she led her clinical team successfully through one of the most challenging periods in the long-term care industry.

Rebecca Resh, LNHA, Consulting Administrator: Rebecca is a licensed nursing home administrator with over 20 years of experience. In her career, Rebecca has served as a nursing home administrator, a corporate director of education and training and a consulting administrator. Having successfully overseen over 20 NJ Department of Health surveys in New Jersey, Rebecca is uniquely qualified to consult and advise to Honor Aging's client skilled nursing facilities in all areas of nursing home operations and regulatory compliance. During the initial phase of COVID in 2021, Rebecca successfully opened the first dedicated unit in a skilled nursing facility in Essex County, which is a 180-bed skilled nursing facility, for individuals who were COVID positive, assisting hospitals and community health providers in finding post-acute

care for these individuals at a time when many providers were denying COVID admissions. A skilled educator, Rebecca has also served as Corporate Director of Education for one of NJ's largest skilled nursing operators for three years onboarding and mentoring new and long tenured LNHA's for the organization.

Gaurav Nagar, VP of Infection Prevention and Control: Gaurav is on the elite list of healthcare professionals in the United States who have earned a certification from the Association for Professionals in Infection Control (APIC) in infection prevention and control (CIC). In his role at Honor Aging, Gaurav serves as the primary subject matter expert on all issues related to infection control and prevention with our nursing home, assisted living and hospice clients. Gaurav spent the majority of 2022 assisting an Honor Aging skilled nursing client full time to clear an Immediate Jeopardy deficiency and stayed on sight full time as the CIC of record as per the State of New Jersey's requirement of the facility. That facility is now in compliance with the Department of Health in NJ. Gaurav has also worked as an Infection Prevention Consultant for one of New Jersey's largest not for profit skilled nursing and assisted living operators and in multiple acute care settings in New Jersey and Washington DC and worked as a Program Coordinator for the North Dakota Department of Health, Division of Disease Control assessing and educating facilities as well as conducting outbreak investigations and report gaps to assist facilities improve quality results.

Dipika Uppal, RN, Long Term Care Nurse Consultant: Dipika is a Registered Nurse with over 12 years clinical experience in the long-term care, acute care, and home care settings. She has been the Director of Nursing in skilled nursing facilities ranging in size from 120 beds to 160 beds in New Jersey. In her role at Honor Aging, Dipika provides clinical consultation in a variety of clinical areas to skilled nursing clients, including infection prevention, education, and clinical training. Dipika has also completed the CDC training for nursing home infection prevention and control.

Honor Aging Advisors and Consultants:

For any portion of the scope of work outlined in the RFP that Honor Aging's leadership and team does not have expertise in, we will utilize members of our advisory team to complete the workflow. We have attached a list of our advisors who we work with in this regard. For example, for the job description deliverables outlined in the RFP, we intend to use Longtree and Associates (info attached) and Laurie Loughney their principle who is certified by the Society of Human Resources Management (SHRM) and has a long track record of success in advising long term care facilities as a consultant and LNHA in policy and procedure development, human resources, and compliance. Having the SHRM certification makes her uniquely qualified to collaborate with Honor Aging on this RFP.

All consultants and advisors used by Honor Aging will be compensated by Honor Aging, and their expense has been factored into our pricing that we have presented. If the Veteran's Homes leadership team identifies a new need during the duration of the consulting assignment which requires Honor Aging engaging with additional outside consultants, the consultant will be presented to the VA Homes leadership team upon request for approval, although we feel

confident that the list of consultants and advisors presented in this RFP is comprehensive enough.

Laurie Loughney, LNHA, Advisor and Consultant: Laurie is the President and CEO of Longtree and Associates, a certified Veteran's owned business. Laurie is an experienced nursing home administrator who also is certified by the State of NJ as an approved instructor of the LNHA and CALA licensure class who has 30 years of experience in areas of mock survey, directed plan of care, and has consulted with numerous nursing facilities and assisted living facilities over the years requiring assistance in attaining compliance with deficiencies and quality assurance. Additionally, Laurie is a certified Society of Human Resources Management professional which uniquely qualifies her to assist in employee evaluations, human resources strategy and large-scale work force redesign and consulting.

Joan Fredella, LNHA, Advisor and Consultant: Joan is a seasoned professional in post-acute care with extensive experience working with laws and regulations to ensure compliance. Joan is well known and respected for her knowledge and work in developing and refining policies and procedures in the skilled nursing setting to ensure full compliance with state and federal standards and guidelines. Joan consults with Honor Aging on a project-by-project basis and has completed numerous interim Administrator assignments on her own and through Honor Aging.

Jason Hutchens, LNHA, Advisor and Consultant: Jason is a Veteran of the United States Army. He has over 20 years' successful experience in nursing home operations in New Jersey. Jason started his career as a Nursing Home Administrator and subsequently oversaw operations for over 30 skilled nursing facilities as a Vice President of Operations for large, privately owned, multi facility, nursing home owners. He has expertise in survey management, EHR implementation and management, compliance, revenue cycle management and leadership development. Jason serves as a consultant on an as needed basis to Honor Aging in areas related to performance and quality improvement as well as leadership coaching and development.

Dwight Faustino, Advisor and Consultant, Therapy Services: Dwight has been a practicing Physical Therapist since 2006. He has experience in the acute care, skilled nursing and acute rehabilitation settings. Dwight has extensive rehabilitation leadership experience in the nursing home setting, serving as Regional Director for one of the largest rehabilitation companies servicing the nursing home industry and subsequently becoming a Vice President of Rehabilitation and Chief Rehabilitation Officer for one of New Jersey's largest nursing home operators. Dwight is a skilled clinician, compliance specialist and one of a few therapists who also is certified in information technology assisting clients with documentation adherence and improving compliance with care planning and reporting to regulatory agencies.

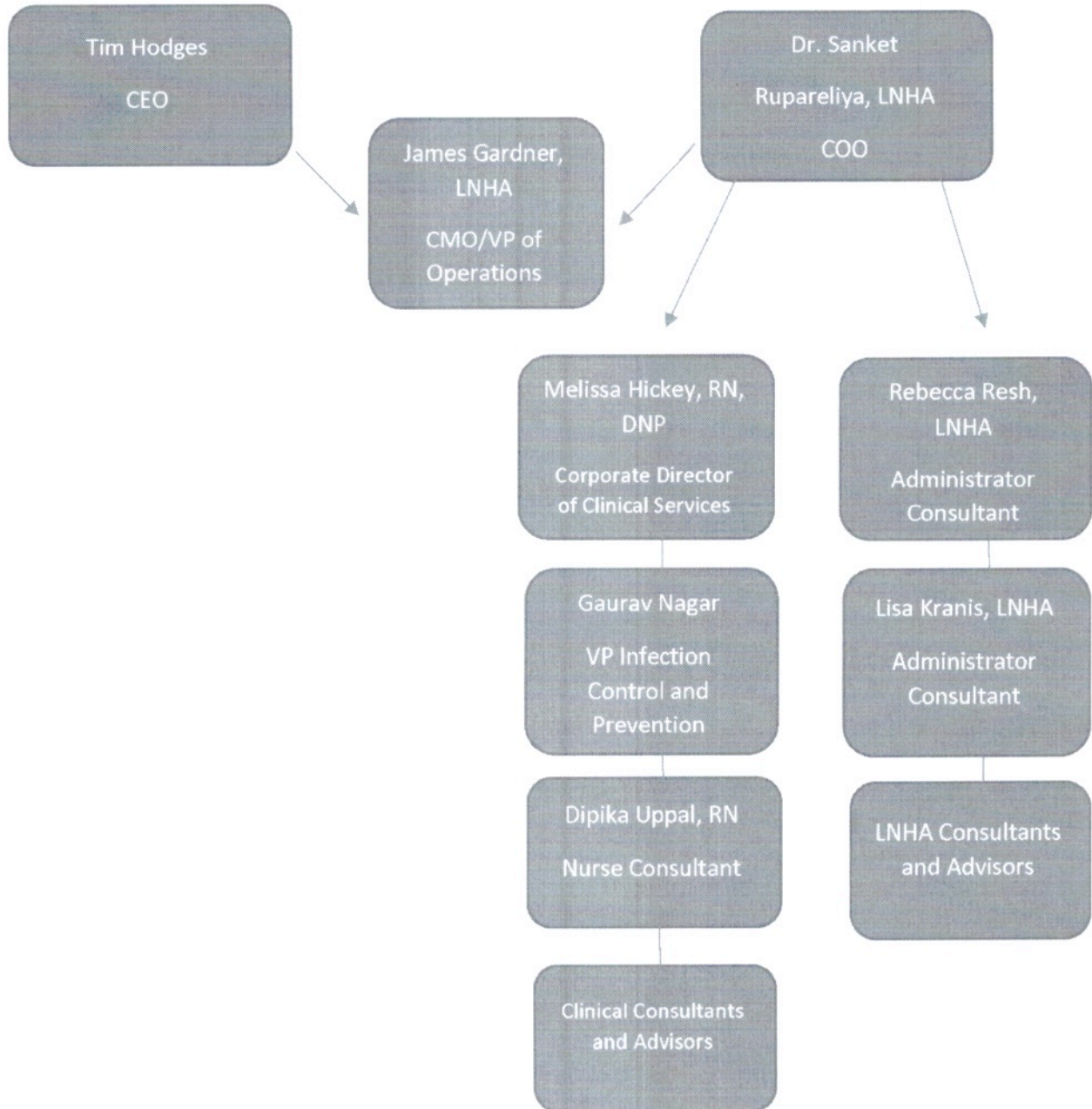
Anita Gardner, Advisor and Consultant, Dietician and Nutrition Services: Anita has over 22 years' experience as a registered dietitian in the state of New Jersey. She has been providing medical nutritional therapy to a diverse population on the acute and post-acute care side, by helping to coordinate critical care nutritional support. Anita works per diem at Englewood Hospital to keep her clinical acuity current, while teaching at William Paterson University, and

Montclair State University as an adjunct professor. Anita is versatile, but naturally gravitates toward working with the geriatric population.

Dr. Ankur Patel, Geriatric Consulting Medical Advisor: Dr. Ankur Patel is a double board-certified physician in Geriatrics and Family Medicine, a bestselling author, and a medical director who has more than 12 years' experience in caring for aging adults in multiple settings including acute care, post-acute care, nursing home, in home care and assisted living. Dr. Patel is the former Medical Director of Inspira Population Health/LIFE where he oversaw the successful turnaround of Inspira's PACE program in rural Southern New Jersey by focusing on innovative approaches to access to healthcare, connectivity, and other social determinants of health. Dr. Patel consults with Honor Aging on our current portfolio of care services and as needed, with Honor Aging clients requiring assistance with physician compliance, education, and quality improvement.

Dr. Anthony Fernandez, Psychiatrist Consulting Medical Advisor: Dr. Fernandez is an Army Veteran and currently serves as a Command Psychiatrist and Medical Review Officer for the Army reserve. As a seasoned clinician in behavioral health serving members of the armed forces, Dr. Fernandez consults on matters related to behavioral and mental health including providing assessments on the quality, access and protocol of psychiatric services in senior care settings.

Honor Aging Organizational Chart



Mission Understanding:

Honor Aging currently plans to engage a “Mission Advisory Team” to assist our organization in ensuring that our activities and work reflect and embrace the values and mission of the New Jersey Department of Military and Veteran’s Affairs. The intent is to meet at least monthly to review the work we are engaged with at the VA Homes and solicit feedback and recommendations intended to ensure full compliance with the Veterans’ Affairs mission.

We have identified 4 individuals currently working in long term care industry in New Jersey to be a part of this advisory group led by Honor Aging consultant Jason Hutchens who is also an Army Veteran (see CV included in the Resume section). The team will be responsible for providing feedback and recommendations on the following:

- Evaluate scope of work
- Evaluate progress made
- Review clinical and administrative policies
- Residents’ satisfaction
- Communication
- Recommend process improvements
- Provide feedback relating to Veteran’s mission on all policy recommendations
- Provide operational input incorporating Veterans perspective
- Advise of programmatic and operational decisions as it relates to the Residents and their families from a Veteran’s perspective.

How Honor Aging Will Implement Scope of Work Outlined in the RFP:

Honor Aging will employ the following approaches to each section of the required deliverables outlined in the Veteran’s Homes RFP:

Recruitment Deliverables:

Our unique approach to recruitment of talent which has been successful is to assess the needs of our clients, and match those needs with our extensive network of healthcare professionals serving the skilled nursing industry in New Jersey. For example, experience is a key requirement of the interim and permanent positions being requested in this scope of work. Honor Aging will vet our candidates by prioritizing and assessing candidates with the experience requirements of the position in addition to the technical skills required in the responsibilities of position outlined section.

Our process then includes a deep discussion with our leadership team on each candidate in relation to their potential fit for the position, and a plan for outreach and interviewing/recruitment is established with a point person for each candidate. Honor Aging requires in person interviews with our company prior to passing along resumes and or candidate information to clients for interviews. As outlined earlier, we never use blind advertisements, job sites or cold calling candidates for talent sourcing. Our candidate network

of individuals we have personal work experience with or professionals who have been referred to us by colleagues we trust is robust enough to source candidates without soliciting individuals we do not know.

Additionally, we do formal and informal reference checks on all final candidates, even if we have worked with them in the past, to ensure that their most recent work history is without issue. We will also complete a formal background check upon request for clients. We then pass along candidate information to the client and subsequently assist in the recruitment of the candidate if the client is interested in making an offer. This process usually involves significant work on Honor Aging's part as our candidates are generally "best in class" and may have other offers or at least the opportunity to work for multiple employers, and generally receive counter offers from current employers during their resignation period. We are very experienced and successful in managing all of the above. We will also work with our clients on salary and benefit communication/negotiation and any pre-employment work the client requires once the candidate is offered and accepts the position.

It is our policy to continue to follow up with each candidate we place 30, 60, 90 and 120 days after placement to assess both the client and the employee's satisfaction with the placement and will get involved as needed/requested by the client in helping with any acclimation issues the candidate or client is experiencing.

Clinical and Operational Consulting and Deliverables:

Honor Aging will implement a project management schedule to ensure each required element of the clinical and operational deliverables of the RFP are implemented, completed, and communicated to VA leadership by the timelines mandated. To accomplish this, we have attached the requested example of tracking of milestones for each location with required completion dates and have added for our internal purposes the individuals required to accomplish each milestone. Additionally, Honor Aging will utilize **Asana** project management software which will allow us to store assessments, analysis, recommendations, and workflow to ensure that our consultants collective work is documented and saved and presented in a comprehensive, organized manner to the Veteran's Homes leadership team.

Asana enables effective project management by providing teams a shared workspace and advanced tools like multiple work views. The software will allow Honor Aging employees and consultants various options on viewing and updating project deliverables, such as the following: List view allows easy organization and task assignment. Timeline view provides overall duration and progress information. Board view gives users a focus on day-to-day tasks with a perspective on workflow. The calendar view offers teams the dependency, project tracking, portfolios view, and custom templates to share with one another. Other Asana project management features include subtask and task management, milestones, due dates and times, dependency, project tracking, portfolio's view, and custom templates.

Honor Aging employees and consultants will be able to realize efficiency and enhanced communication to ensure all the VA Homes deliverables are completed timely and accurately. A project overview feature in Asana allows all team members the needed information to guide them as they work. Teams can create custom rules to automate the handling of common, repetitive tasks. Forms help standardize information gathering, while approvals help simplify the feedback process.

The software also has a template library where users can find and save project templates. A personalized Asana Home Page allows team members to customize the layout and sections, which helps users prioritize their day and connect with their team.

A visual workflow builder tool in Asana allows users to create efficient workflows. The software generates real time charts and visual charts and visual reports to provide status, progress, or workload information. It has sharable dashboards, dynamic charts and graphs and a chart and template builder. Honor Aging team members and leadership can also send recorded video messages with automatic transcription for easier search.

Honor Aging will employ a QAPI approach to assessing and evaluating the operational and clinical elements and deliverables requested in the RFP. This approach will be carried out by the onsite consulting Administrator, DON and other members of the Honor Aging leadership team and employees and/or the consultants and advisors as needed.

The QAPI process and model entails:

Design and Scope: QAPI has the capacity to address all departments and services within the facility. A successful QAPI program needs to address various issues, including “clinical care, quality of life, resident choice, and safe and effective care transitions.” We will also need to develop and write a comprehensible QAPI plan which adheres to CMS regulations, therefore displaying precise data results with realistic and measurable goals.

Governance and Leadership: QAPI programs include input and participation from staff members, residents, and their families. The facility’s governing body (committee) determines the QAPI program and provides adequate resources and investment which Honor Aging consultants will lead. The governing body also develops the facility’s culture with staff meetings, CMS technical training, and contingencies for personnel and staff turnover. This minimizes quality reporting errors by safeguarding staff’s accountability in line with the facility’s culture, as outlined in their purpose.

Feedback, Data Systems, and Monitoring: For facilities to implement improvement changes, systematic data must be recorded accurately, sourced from several avenues, and compiled into an understandable format. This also includes feedback from residents and staff who offer performance indicators on the services and processes across the facility. When facilities emphasize a data-driven approach, it can prevent the likelihood of adverse events, further encouraging quality and safety. Therefore, the tracking, investigating, and

monitoring of adverse events should be measured after every occurrence to prevent future recurrences.

Performance Improvement Projects (PIPs): The process starts with systematically gathering information so staff can identify areas of concern before implementing meaningful improvements. Facilities usually select PIPs according to their importance for a specific service. It is also recommended that staff participate in PIPs that interest them to pinpoint known problems that need fine-tuning.

Systematic Analysis and Systemic Action: It is crucial to perform a root cause analysis when problems arise. This allows the facility to analyze current systematic weaknesses that contributed to the problem. Facilities need to find a systematic approach to identify all influencing factors, including the cause, implications for change, and solutions. QAPI nursing home tools help facilities stay in compliance with federal regulations. There are also numerous CMS-created QAPI templates that facilities can implement into their QAPI plan. These are performance measuring tools and guidelines, with step-by-step advice ensuring facilities can maintain high standards. Honor Aging will collaborate with VA leadership on deciding which of the tools will best reflect carrying out the deliverables outlined in the RFP to ensure we are all on the same page.

In addition to utilizing the QAPI approach outlined above, Honor Aging consultants are prepared to provide assessment, guidance, and recommendations in the following operational and clinical areas upon request from VA leadership:

1. Annual survey preparation/mock survey
2. Evaluation of key vendors and compliance with state and federal regulations
3. Reportable investigations
4. Compliance with updated state guidelines and federal CFR requirements for states and long-term care facilities
5. Morning administrative and clinical “stand up” and afternoon “wrap up” meetings
6. Resident and family satisfaction training and surveying
7. Employees satisfaction and relations training and surveying
8. Compliance with mandatory federal and state in-services
9. Assistance with recruitment to replace contract/agency nursing
10. Evaluation and guidance on environmental, housekeeping and dining services programming
11. Clinical assessment and observation of protocols and personnel providing therapy modalities
12. Clinical training and in servicing in the following areas for all front-line clinical staff: wound care, IV care, Alzheimer’s and dementia training, cardiac care, respiratory care, Resident fall prevention, infection control, palliative and end of life care, orthopedic care, stroke and other neurological conditions, management of cognitive related behaviors and any other clinical educational needs identified by client and/or clinical consultants

13. Evaluate and assess Resident Council Meetings
14. Outplacement services as needed

Honor Aging's Management of Personnel:

To ensure that Honor Aging employees and consultants are meeting the expectations and timeline for the deliverables outlined in the Request for Proposal, Honor Aging leadership will:

Be on sight at each location weekly to meet with employees and review/monitor progress, review reports, mentor and assist with problem solving and provide input on status of projects. We will also hold biweekly meetings at Honor Aging offices in East Brunswick, NJ to ensure all work is up to date in our project management system and discuss team resource needs, work plans, and to develop solutions for any challenges team is experiencing.

Honor Aging leadership will host "360" meetings quarterly at the centers to review center quality statistics, resident satisfaction, employee satisfaction, and complete walking rounds with Honor Aging consultants and Administrators and provide written feedback on the site visits and prioritize the follow up.

Honor Aging will also utilize a mock survey approach (formally and informally throughout the duration of the consulting engagement) to evaluate and assess clinical and operational competency and compliance with state and federal long term care regulations.

Mock Surveys can serve several purposes:

A Mock Survey can be an opportunity to take a fresh look at systems, procedures, and processes of care, and identify potential survey-risk areas. And survey-risk can translate into litigation-risk.

A Mock Survey also can reveal how staff will function under stressful circumstances.

Honor Aging believes that taking a fresh and objective look is essential to reap the maximum benefit from the Mock Survey process. LTC providers are discovering the hard way that the procedures, protocols, and monitoring/QA systems that served them well enough in the past are no longer sufficient to avoid survey deficiencies. 'But we've always done it this way; the surveyors never cited us on this in the past; we thought we were doing this correctly; we've always done well on our surveys before – how could this be happening?' It is hard to stay current with new standards and the more stringent application of existing standards like F314 Pressure Ulcers, F315 Continence/Catheters, F323 Accidents, etc. It is hard to look at one's own organization and see its shortcomings.

One way to get a fresh and objective perspective and to minimize survey-risk is to have the Mock Survey process conducted by someone external to your organization, in this case Honor Aging administrative and clinical consultants and other consultants as needed.

Self-Assessment/Mock Survey:

Today, more than ever, nursing facilities must be prepared to demonstrate compliance with federal regulations not only at survey time, but all year long. Survey teams can arrive at facilities as soon as nine months after the last annual survey. They can appear at any time to conduct complaint investigation surveys and infection control surveys. And, these days, they are likely to begin surveys at nontraditional times and on weekends. These changes in the frequencies, times and types of surveys make it imperative that facilities be always prepared.

Nevertheless, with rapidly increasing turnover rates for nursing staff and managers, facility staff might not be familiar with surveyors' procedures, care observations, interviews, and record reviews and could be unprepared to meet these challenges.

To adequately prepare staff to succeed at survey time, and to ensure that the facility complies with regulations at all times, periodic self-assessments or mock surveys can be an important feature of a facility's quality assurance process.

Another benefit of an outside entity such as Honor Aging using this approach is that it enlists "fresh eyes" to see existing problems clearly. Our approach will be to replicate "real" survey procedures as faithfully as possible, use precise observation methods, select a sample of residents according to survey guidelines and interview the same staff that real surveyors are likely to interview.

We have included below a listing of the sections and "tags" that will be assessed in our process to ensure full compliance with regulations and quality improvement efforts:

Federal Regulatory Groups for Long Term Care

* Substandard Quality of Care = one or more deficiencies with s/s levels of F, H, I, J, K, or L in Red

** Tag to be cited by Federal Surveyors Only

FS40	Definitions	483.12	Freedom from Abuse, Neglect, and Exploitation	483.24	Quality of Life
483.10	Resident Rights	F600	*Free from Abuse and Neglect	F675	*Quality of Life
FS50	*Resident Rights/Exercise of Rights	F602	*Free from Misappropriation/Exploitation	F676	*Activities of Daily Living (ADLs)/ Maintain Abilities
FS51	Rights Exercised by Representative	F603	*Free from Involuntary Seclusion	F677	*Abl. Care Provided for Dependent Residents
FS52	Right to be Informed/Make Treatment Decisions	F604	*Right to be Free from Physical Restraints	F678	*Cardio-Pulmonary Resuscitation (CPR)
FS53	Right to Participate in Planning Care	F605	*Right to be Free from Chemical Restraints	F679	*Activities Meet Interest/Needs of Each Resident
FS54	Resident Self-Admin Meds-Clinically Appropriate	F606	*Not Employ/Engage Staff with Adverse Actions	F680	*Qualifications of Activity Professional
FS55	Right to Choose/Be Informed of Attending Physician	F607	*Develop/Implement Abuse/Neglect, etc. Policies	483.25	Quality of Care
FS57	Respect, Dignity/Right to have Personal Property	F608	*Reporting of Reasonable Suspicion of a Crime	F684	Quality of Care
FS58	*Reasonable Accommodations of Needs/Preferences	F609	*Reporting of Alleged Violations	F685	*Treatment/Devices to Maintain Hearing/Vision
FS59	*Choose/Be Notified of Room/Roommate Change	F610	*Investigate/Prevent/Correct Alleged Violation	F686	*Treatment/SoCs to Prevent/Heal Pressure Ulcers
FS60	Right to Refuse Certain Transfers	483.15	Admission, Transfer, and Discharge	F687	*Foot Care
FS61	*Self Determination	F620	Admissions Policy	F688	*Increase/Prevent Decrease in ROM/Mobility
FS62	Immediate Access to Resident	F621	Equal Practices Regardless of Payment Source	F689	*Free of Accident Hazards/Supervision/Devices
FS63	Right to Receive/Deny Visitors	F622	Transfer and Discharge Requirements	F690	*Bowel/Bladder Incontinence, Catheter, UTI
FS64	Inform of Visitation Rights/Equal Visitation Privileges	F623	Notice Requirements Before Transfer/Discharge	F691	*Colostomy, Urostomy, or Ileostomy Care
FS65	*Resident/Family Group and Response	F624	Preparation for Safe/Orderly Transfer/Discharge	F692	*Nutrition/Hydration Status Maintenance
FS66	Right to Perform Facility Services or Refuse	F625	Notice of Bed Hold Policy Before/Upon Transfer	F693	*Tube Feeding Management/Restore Eating Skills
FS67	Protection/Management of Personal Funds	F626	Permitting Residents to Return to Facility	F694	*Parenteral/IV Fluids
FS68	Accounting and Records of Personal Funds	483.20	Resident Assessments	F695	*Respiratory/Tracheostomy care and Suctioning
FS69	Notice and Conveyance of Personal Funds	F635	Admission Physician Orders for Immediate Care	F696	*Prostheses
FS70	Surety Bond - Security of Personal Funds	F636	Comprehensive Assessments & Timing	F697	*Pain Management
FS71	Limitations on Charges to Personal Funds	F637	Comprehensive Assmt After Significant Change	F698	*Dialysis
FS72	Notice of Rights and Rules	F638	Quarterly Assessment At Least Every 3 Months	F699	*PHASE 3] Trauma Informed Care
FS73	Right to Access/Purchase Copies of Records	F639	Maintain 15 Months of Resident Assessments	F700	*Bedrails
FS74	Required Notices and Contact Information	F640	Encoding/Transmitting Resident Assessment	483.30	Physician Services
FS75	Required Postings	F641	Accuracy of Assessments	F710	Resident's Care Supervised by a Physician
FS76	Right to Forms of Communication with Privacy	F642	Coordination/Certification of Assessment	F711	Physician Visits- Review Care/Notes/Order
FS77	Right to Survey Results/Advocate Agency Info	F644	Coordination of PASARR and Assessments	F712	Physician Visits-Frequency/Timeliness/Alternate NPPs
FS78	Request/Refuse/Discontinue Treatment, Formulate Adv Di	F645	PASARR Screening for MD & ID	F713	Physician for Emergency Care, Available 24 Hours
FS79	Posting/Notice of Medicare/Medicaid on Admission	F646	MD/ID Significant Change Notification	F714	Physician Delegation of Tasks to NPP
FS80	Notify of Changes (Injury/Decline/Room, Etc.)	483.21	Comprehensive Resident Centered Care Plan	F715	Physician Delegation to Dietitian/Therapist
FS82	Medicaid/Medicare Coverage/Liability Notice	F655	Baseline Care Plan	483.35	Nursing Services
FS83	Personal Privacy/Confidentiality of Records	F656	Develop/Implement Comprehensive Care Plan	F725	Sufficient Nursing Staff
FS84	*Safe/Clean/Comfortable/Homelike Environment	F657	Care Plan Timing and Revision	F726	Competent Nursing Staff
FS85	Grievances	F658	Services Provided Meet Professional Standards	F727	RN 8 Hrs/7 days/Wk, Full Time DON
FS86	Resident Contact with External Entities	F659	Qualified Persons	F728	Facility Hiring and Use of Nurse
		F660	Discharge Planning Process	F729	Nurse Aide Registry Verification, Retraining
		F661	Discharge Summary	F730	Nurse Aide Perform Review – 12Hr/Year In- service
				F731	Waiver-Licensed Nurses 24Hr/Day and RN Coverage
				F732	Posted Nurse Staffing Information

Federal Regulatory Groups for Long Term Care

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483.40 Behavioral Health	F811	Feeding Asst - Training/Supervision/Resident	483.90 Physical Environment
F740 Behavioral Health Services	F812	Food Procurement, Store/Prepare/Serve - Sanitary	F906 Emergency Electrical Power System
F741 Sufficient/Competent Staff-Behav Health Needs	F813	Personal Food Policy	F907 Space and Equipment
F742 *Treatment/Svc for Mental/Psychosocial Concerns	F814	Dispose Garbage & Refuse Properly	F908 Essential Equipment, Safe Operating Condition
F743 *No Pattern of Behavioral Difficulties Unless Unavoidable	483.65 Specialized Rehabilitative Services		F909 Resident Bed
F744 *Treatment /Service for Dementia	F825	Provide/Obtain Specialized Rehab Services	F910 Resident Room
F745 *Provision of Medically Related Social Services	F826	Rehab Services- Physician Order/Qualified Person	F911 Bedroom Number of Residents
483.45 Pharmacy Services	483.70 Administration		F912 Bedrooms Measure at Least 80 Square Ft/Resident
F755 Pharmacy Svcs/Procedures/Pharmacist/ Records	F835	Administration	F913 Bedrooms Have Direct Access to Exit Corridor
F756 Drug Regimen Review, Report Irregular, Act On	F836	License/Comply w/Fed/State/Local Law/Prof Std	F914 Bedrooms Assure Full Visual Privacy
F757 *Drug Regimen's Free From Unnecessary Drugs	F837	Governing Body	F915 Resident Room Window
F758 *Free From Unnec Psychotropic Meds/PRN Use	F838	Facility Assessment	F916 Resident Room Floor Above Grade
F759 *Free of Medication Error Rate of 5% or More	F839	Staff Qualifications	F917 Resident Room Bed/Furniture/Closet
F760 *Residents Are Free of Significant Med Errors	F840	Use of Outside Resources	F918 Bedrooms Equipped/Near Lavatory/Toilet
F761 Label/Store Drugs & Biologicals	F841	Responsibilities of Medical Director	F919 Resident Call System
483.50 Laboratory, Radiology, and Other Diagnostic Services	F842	Resident Records - Identifiable Information	F920 Requirements for Dining and Activity Rooms
F770 Laboratory Services	F843	Transfer Agreement	F921 Safe/Functional/Sanitary/ Comfortable Environment
F771 Blood Blank and Transfusion Services	F844	Disclosure of Ownership Requirements	F922 Procedures to Ensure Water Availability
F772 Lab Services Not Provided On-Site	F845	Facility closure-Administrator	F923 Ventilation
F773 Lab Svcs Physician Order/Notify of Results	F846	Facility closure	F924 Corridors Have Firmly Secured Handrails
F774 Assist with Transport Arrangements to Lab Svcs	F847	Enter into Binding Arbitration Agreements	F925 Maintains Effective Pest Control Program
F775 Lab Reports in Record-Lab Name/Address	F848	Select Arbitrator/Venue, Retention of Agreements	F926 Smoking Policies
F776 Radiology/Other Diagnostic Services	F849	Hospice Services	483.95 Training Requirements
F777 Radiology/Diag. Svcs Ordered/Notify Results	F850	*Qualifications of Social Worker >120 Beds	F940 (PHASE-3) Training Requirements - General
F778 Assist with Transport Arrangements to Radiology	F851	Payroll Based Journal	F941 (PHASE-3) Communication Training
F779 X-Ray/Diagnostic Report in Record-Sign/Dated	483.75 Quality Assurance and Performance Improvement		F942 (PHASE-3) Resident's Rights Training
483.55 Dental Services	F865	QAPI Program/Plan, Disclosure/Good Faith Attempt	F943 Abuse, Neglect, and Exploitation Training
F790 Routine/Emergency Dental Services in SNFs	F867	QAPI/QAA Improvement Activities	F944 (PHASE-3) QAPI Training
F791 Routine/Emergency Dental Services in NFs	F868	QAA Committee	F945 (PHASE-3) Infection Control Training
483.60 Food and Nutrition Services	483.80 Infection Control		F946 (PHASE-3) Compliance and Ethics Training
F800 Provided Diet Meets Needs of Each Resident	F880	Infection Prevention & Control	F947 Required In-Service Training for Nurse Aides
F801 Qualified Dietary Staff	F881	Antibiotic Stewardship Program	F948 Training for Feeding Assistants
F802 Sufficient Dietary Support Personnel	F882	Infection Preventionist Qualifications/Role	F949 (PHASE-3) Behavioral Health Training
F803 Menus Meet Res Needs/Prep in Advance/Followed	F883	*Influenza and Pneumococcal Immunizations	
F804 Nutritive Value/Appear, Palatable/Prefer Temp	F884	**Reporting – National Health Safety Network	
F805 Food in Form to Meet Individual Needs	F885	Reporting – Residents, Representatives & Families	
F806 Resident Allergies, Preferences and Substitutes	F886	COVID-19 Testing-Residents & Staff	
F807 Drinks Avail to Meet Needs/P references/ Hydration	F887	COVID-19 Immunization	
F808 Therapeutic Diet Prescribed by Physician	F888	COVID-19 Vaccination of Facility Staff	
F809 Frequency of Meals/Snacks at Bedtime	483.85 Compliance and Ethics Program		
F810 Assistive Devices - Eating Equipment/Utensils	F895	(PHASE-3) Compliance and Ethics Program	

Summary:

Honor Aging is prepared to accept the responsibilities outlined in this request for proposal and is confident we will deliver on all the deliverables required. We have the network and track record to attract top tier talent required, the right experience of our ownership and team members to ensure the scope of clinical and operational deliverables are executed well, and a thoughtful plan to implement to see the results expected with a solid return on investment to the New Jersey Department of Military and Veteran's Affairs Nursing Home Facilities.

Ultimately, our driver in this engagement will be to provide the men and women who have sacrificed their lives for our country with the most dignified, compassionate care rendered by accomplished and experienced leaders in the nursing home industry who share these values. We will perform the requirements of this engagement with the highest level of compliance, competence, and integrity, as well as personal and professional accountability and responsibility.

Honor Aging looks forward to a positive outcome and next steps in this process and we thank the review committee you for considering our organization.

Attachment #1: Honor Aging Employee and Consultant Resumes



Summary:

Over 25 years experience in the for-profit and not-for-profit senior health care industry with a demonstrated track record of performance in exceeding financial and quality objectives. A unique and successful experience base in all facets of post acute care management and operations, including business development, managed care contracting, clinical management, regulatory compliance and overall operations responsibility. Known for having solid judgment, a strategic thinker and for managing business results through quality excellence, and the ability to lead others to attain and exceed company objectives. A primary driver in leading a \$36M organization in 2000 to \$650M in 2020 along with cultivating one of the strongest reputations for quality in post acute care.

Experience:

January 2020 to Present: President and CEO of Honor Aging, Senior Living Management, and Healthcare Strategy and Advisory Services

*Honor Aging, LLC
East Brunswick, NJ
President and CEO*

Jan 2020 to present

Honor Aging LLC was formed to improve the quality of care provided in the skilled nursing and senior living sector. Honor Aging is comprised of an interim and permanent talent placement company focused on the senior care industry called IQP (Interim Quality Partners), a management company called Honor Aging which provides consulting and advisory services to skilled nursing, home care, adult day care and assisted living operators, partnership in a Medicare certified hospice in NJ and PA known as Dove Hospice, and a technology company known as My Shift Time which has developed software and solutions to assist senior living providers with providing optimal staffing at their locations. Honor Aging also provides certified continuing education credit presentations to LNHA's, CALA's, RN's and Social Workers on a wide range of topics including Ethics, Cultural Diversity and Ageism. Since 2021, Honor Aging has placed over 50 leaders in position in the skilled nursing and assisted living industry in the New York metropolitan area and consulted in areas of operation, recruitment, compliance, finance and clinical with over 50 skilled nursing and assisted living providers.

*Care One, A Senior Care Company
Fort Lee, NJ*

2000 to 2020

CareOne is one of the largest senior care providers in the Northeast. With over 3,500 beds throughout 30 Care Centers, the company has developed a reputation for operating high end care centers in the communities served. The company operating philosophy, known as "Culture of Excellence," promotes an environment of providing the highest level of customer service, clinical care, employee relations and cutting-edge facility design aimed at exceeding all customers' expectations. CareOne began in 2000 with 4 Care Centers in Northern New Jersey with an annual operating margin slightly above \$10M and has grown rapidly to 30 Care Centers in 2019 with an annual operating margin in of \$110M. The vision of the organization is to operate non-institutional, hospitality-oriented care centers which offer a broad continuum of care, from assisted living, post hospital medical and physical rehabilitation care, long term care, hospice care, Medicare certified home care, outpatient therapy, specialty Alzheimer's care and long-term acute care hospital (LTACH) services. CareOne has received several awards for innovative facility design, customer service, and exceptional employee relations from a range of organizations including local health officials to nationally recognized health care partners. CareOne owns and operates the largest hospice organization in New Jersey, a Medicare certified home health care agency, a long-term care management company with over 35 skilled nursing centers and one of the largest institutional pharmacies serving the long-term care industry in the state. CareOne also owns and operates HealthBridge, a senior living management company with 40 care centers throughout 9 states with over 4,000 beds.

*CareOne/HealthBridge – A Senior Care Company
Fort Lee, New Jersey*

Chief Strategy and Marketing Officer 2008 to 2020

Achievements:

- Report directly to owner and CEO of the company and responsible for all revenue generating and business development activities for the organization
- Accountability for the overall strategic marketing plan for the organization (68 care centers in 9 states)

- Consistent year over year revenue growth from 2008 through 2019 above 15%
- Serve on the organization's Executive Management Committee responsible for the strategic direction of the company
- Served as the company representative with all senior level referral partners (Hospital CEO's, Chief Medical Officers, Chief Nursing Officers, Managed Care Payors and CEO's Partners of Large Physician Practices, ACO's)
- Executed preferred provider relationships, strategic alliances, bundled pricing partnerships and accountable care provider relationships with hospital and physician partners in all markets
- Established company wide referral and admission trending reports, marketing and census development center-based sales meeting format and focus facility census review process
- Created and implemented Next Step Home patient education and discharge planning program with Chief Nursing Officer and VP of Rehabilitation Services
- Developed and implemented company wide sales training manual and training roll out to 130 admission directors, marketing directors, and clinical liaisons
- Established company wide branding and positioning campaign including internet website, social media, and all collaterals and advertising
- Implemented and private pay census development toolkit and roll out company wide
- Managed customer service surveying program and CarePartner customer service rounding program

*CareOne – A Senior Care Company
Fort Lee, New Jersey
Senior Vice President of Operations*

2005 to 2008

Achievements:

- Report directly to Owner/Chief Operating Officer and responsible for the day to day operational, clinical and financial oversight of 28 skilled nursing and assisted living centers with \$346MM in 2008 annual revenues and full P&L accountability
- 23% increase in profitability (EBITDARM) from March 2005 to December 2008
- Created and implemented company wide "Culture of Excellence" operating philosophy
- Reduced Department of Health Survey deficiencies by 35% in 2 years
- Improved customer satisfaction scores in region by 14% from March 2005 to present (Press Ganey Independent Satisfaction Monitoring Vendor)
- Responsible for 4,000 employees in 28 Care Centers
- Implemented first company wide Employee Opinion Surveys and subsequent employee satisfaction action plans
- Maintained Union free status in 25 non-unionized Centers
- Responsible for developing annual strategic business plan development
- Responsible for new site evaluation and acquisition recommendations
- Increased Quality Payor Mix from 76% to 82% of all revenues (Medicare, Private Pay and Managed Care)
- Eliminated nursing agency in the region and maintained nursing agency free status
- Improved RUGS Medicare reimbursement by 9% via clinical program development and implementation of MDS education management system
- Successfully opened 2 new Centers (1 Assisted Living and 1 Skilled Nursing Center) and the successful integration of 1 new Skilled Nursing Center acquisition
- Responsible for managing a regional support team comprised of marketing, accounting and financial services, plant operations, reimbursement, rehabilitation, nursing services, nutritional services, human resources and marketing/business development

*Care One, A Senior Care Company
Fort Lee, NJ
Senior Vice President of Marketing NJ*

2000 to 2005

Achievements:

- Assisted in company growth from 5 Care Centers upon hire to 24 Centers in 6 years (12 company-built care centers, 7 acquired Centers)
- Consecutive 6-year revenue vs. budget variance at 20% or higher
- Managed a sales force of 50+ Center based Nurse Case Managers, Marketing Directors and Admission Directors as well as 4 Regional Marketing Managers

- Directed the start up marketing plan for new product roll out of 12 company-built care centers in 6-year time frame as well as 8 acquired care centers, and 5 existing centers.
- Created and implemented company wide sales training program for all field-based sales force and operational directors
- Directed the strategic branding campaign to include all print collateral materials, electronic media, direct mail and website marketing
- Developed external sales account management program which increased facility referrals by 45%
- Managed key customer relationships with senior level hospital, managed care and top physician groups
- Reporting directly to the President, presented monthly census and revenue trending reports and census forecasts

*Fairchild Properties
New York, NY
Vice President of Marketing*

1998 to 2000

Achievements:

- Directed all aspects of start up from design to pre-opening marketing for new senior care centers in the metropolitan NY region
- Responsible for operations of two skilled nursing facilities in Westchester County with annual revenues of \$20MM
- Recruited, trained and managed marketing staff and developed sales centers for pre-marketing of new assisted living communities in the metropolitan NY region
- Lead market feasibility and financial feasibility/proforma efforts for new market considerations
- Created collateral, sales training, advertising, direct mail and public relations campaign for all senior care products
- Reporting directly to the President, lead monthly P&L meetings with field based operators
- Grew occupancy for senior care centers to an average of 97.5% occupancy from 94% occupancy in one year and improved quality payer mix by 15%

*Manor Care Health Services
King of Prussia, PA
Manager of Market Development
Northeast – Assisted Living Division*

1997-1998

Achievements:

- Worked in concert with operations on demographic market feasibility analysis in targeting and selecting new markets
- Responsible for overall marketing and sales strategies for 8 new assisted living communities in Northern NJ, and CT with estimated project values of \$50M
- Recruited, trained and provided ongoing sales management for 16 field sales representatives
- Directed overall advertising placement and creative for 8 AL communities
- Developed, implemented and managed start-up marketing plans for 8 AL communities
- Achieved 100% occupancy within 9 months of opening of first property which opened 6/97
- Pre-sold 50% of 2 communities in Northern NJ which opened in August 1998
- Managed on average 5 community events per month in all markets served

*Manor Care Health Services
King of Prussia, PA
Manager of Managed Care – NJ, DE, PA*

1996-1997

Achievements:

- Initiated, negotiated and secured managed care contracts with 20 accounts in NJ, DE and PA
- Increased per diem rates by 10% via renegotiating contracts with the largest payers in the territory
- Increased managed care revenue by 25% during tenure in position
- Developed marketing and sales strategies for all managed care accounts to grow business in 15 senior care facilities in the territory
- Created an orthopedic pathway program which increased orthopedic patients days by 32%
- Educated skilled nursing facility teams in best practices related to managed care clientele

Achievements:

- Responsible for four consecutive fiscal years with EBITDARM exceeding \$4M. Highest revenue grossing facility of 200+ facilities nationwide
- Developed and implemented strategic marketing plan for new sub-acute rehabilitation product known as MedBridge
- Increased sub-acute rehabilitation patient referrals to facility by 150% and facility admissions over 200%
- Prospected, qualified and developed relationships with untapped clients in primary, secondary and tertiary market areas, to include insurance companies, case managers, discharge planners, hospital administrators, community organizations and physicians

Awards, Associations, Presentations, Certifications:

- Hackensack University Medical Center, Hackensack, New Jersey – Foundation Board Member, 2009 to 2015
- New Jersey Hospital Association Board Member, Princeton, New Jersey – Business Services Sector, 2014 to 2019
- Saint Joseph's Health System, Paterson, NJ – Foundation Board Member, 2016 - 2020
- Hackensack University Medical Center, Hackensack, New Jersey, Accountable Care Board of Governors, 2012 to 2015
- Co-Author of Rutgers University Continuing Education Program "Accountable Care in The Post-Acute Setting" - 2014-2015 CEU Course, 6.0 credits
- NJ Department of Health Best Practice Award Winner 2008 – Employee Relations Best Practices
- Member American Marketing Association
- "Implementing Culture Change in Long Term Care" – May 2007, NJ LNHA Conference, and NJ Continuum of Care Conference, March 2007
- "Census Development in Sub-Acute Rehabilitation" – Alliance for Health Care Strategy and Marketing, March 1997, Annual Conference, New Orleans, Louisiana
- Member of NJ Hospital Association, 2007 to present
- Manager of Market Development of the Year, 1998, Manor Care Health Services
- Award of Excellence – 1997 Manor Care Health Services – First Place Program
- PHI THETA KAPPA (National Honor Society)
- Dean's List (Rutgers University)
- Fundraising Achievement Award, The National Alzheimer's Association, 2000
- Certified SPIN Selling Trainer

Education:

Rutgers University, New Brunswick, NJ
BA Economics Finance, May 1988

LICENSED NURSING HOME ADMINISTRATOR, 08/27/2012

PROFESSIONAL OBJECTIVE

Multilingual healthcare professional with extensive experience in healthcare management, market research and clinical medicine

HIGHLIGHTS OF PROFESSIONAL QUALIFICATION / EXPERIENCES

- Focused on total quality management, patient safety, performance improvement to grow revenues and reduce costs
- Implemented and managed a medical treatment facility in India
- Completed an intensive administrator in training program in a 199 bed skilled nursing facility
- Received the "Disney Management Award" from the Director of Graduate Health Science, 2009, MSU
- Received the "Going the Extra Mile Award" for Excellence in Administrative Support, 2010, MSU.

CERTIFICATION/LICENSES

- **West Virginia Nursing Home Administrator License** [REDACTED]
- **New Jersey Nursing Home Administrator License** [REDACTED]
- PGDMLS - Post Graduate Diploma in Medico Legal Systems - Current
- Certificate of achievement FEMA (Federal Emergency Management Agency) - National Incident Management System IS-00700.a
- Certification of Personal Safety in Health and Human Resources, DHHR - 155 - West Virginia Department of Health and Human Resources
- Certificate - Civil Rights OIG-CRC-100 Course work - WV Department of Health and Human Resources
- Certified in Project Management

EDUCATION

- MS Health Sciences -Health Services Administration-Mountain State University, Beckley, WV
GPA: 4.0
- M.D. General Medicine - Rostov State Medical University, Rostov
- B.Ed. Language Certification, Rostov, Russia **GPA: 4.0**

PROFESSIONAL DEVELOPMENT

- Robert Wood Johnson university Hospital - Vice Chairman's committee member - 2013 - 2007
- Public Relations Representative, Psychology Department - Mountain state university, Beckley WV
- American Psychological Association - Honors Writing Workshop, Mountain State University, WV
- International Occupational Health Conference, Jamnagar, Gujarat, India
- Tele-Medicine Workshop, Mumbai, India

SKILLS & ACCOMPLISHMENTS

- Statistical analysis - Descriptive Statistics, What-if- Analysis, Scenario Analysis, Sensitivity Analysis
- Strategic Market Analysis - Market research and segmentation, SWOT analysis
- Root Cause Analysis and HFMEA
- Model for Improvement & PDSA
- Statistical Process Control & Sensitivity analysis
- Actively involved in all phases of setting up a private health facility.
- Oversight for hiring, setting up inventory procedures and financial systems.
- Managed day-to-day office activities: establishing priorities, monitoring supervisors, troubleshooting.
- Motivated staff by providing environment conducive to open communication and opportunities for Professional development.
- Conducted brainstorming sessions to develop solutions to improve patient services.
- Welcomed constructive criticism from customers and employees for system improvements.

PRESENTATIONS

- Seasonal Affective Disorder, WVNS News, Beckley WV
- Holistic Stress Management, Veterans Administration Hospital, Beckley, WV

SKILLS & ACCOMPLISHMENTS

- American College of Healthcare Executives
- Institute of Healthcare Improvement
- Indian Medical Association
- Graduate Honors Psychology Society, Mountain State University

LANGUAGES

- Russian

SANKET RUPARELIYA MD MS LNHA

- Hindi
- Gujrati

RELEVANT PROJECT EXPERIENCE

HONOR AGING LLC		EAST BRUNSWICK, NJ	JANUARY 2022– CURRENT
Role	COO and Co-Founder		
Responsibilities	overseeing operations for the company, including Human Resources, Vendor Management, Client Relations, Revenue Cycle, Finance, Compliance, Recruitment, Regulatory and Licensure Surveys, Clinical Program Development, Physician Relations, Acquisitions, and Honor Aging LNHA leadership development, Hospice Services, Adult Day Care Services.		

WINDSOR HEALTHCARE		NORWOOD, NJ	DECEMBER 2019– JANUARY 2022
Role	Vice President of Business development		
Responsibilities			

CAREONE MANAGEMENT		FORT LEE, NJ	APRIL 2016– CURRENT
Role	Regional director of Business Initiatives and Operations		
Responsibilities			

CAREONE AT THE HIGHLANDS		EDISON, NJ	NOV 2012 – APRIL 2016
Role	Administrator		
Responsibilities	<ul style="list-style-type: none"> • Completed requirement and training in nine departments • Trained by the Director of Admission on many tasks including the completion of face sheets, navigation of admission software and the use of ICD-9-CM codes • Conducted in-service training on Elder Abuse for all staff members • Assisted in processing and assessing newly admitted patients • Conducted morning tours and addressed any concerns appropriate to personnel • Helped to accumulate general resident data and conducted resident interviews • Attended morning meetings regularly • Completed chart audits making sure that all charts were updated, read the nurses notes, checked for the inclusion of several reports including: MSDS (Version 2.0), Nursing Admission Assessment Form, Side Rail Assessment Form, Braden scale-For predicting Pressure Sore Risk, Pressure Ulcer Prevention Interventions, Bowel and Bladder Assessment Tool, Resident Fall/ Risk Assessment, Pain Assessment Form, Pain Rating Scales, Pain Assessment, and Interim Plan of Care 		

PINECREAST HOSPITAL		BECKLEY, WV	MAY 2011-SEP 2011
Role	Administrator in Training		
Responsibilities	<ul style="list-style-type: none"> • Completed an intensive 6 month administrator in training program in this 199 bed skilled nursing facility • Managed and tracked progress against QA Plan • Assisted Executive Director in conducting regular rounds to ensure resident needs were met. • Monitored the performance of facility departments. • Ensured facility compliance with all governmental regulations and company Quality Assurance standards. 		

SANKET RUPARELIYA MD MS LNHA

CAREONE AT THE HIGHLANDS		EDISON, NJ	NOV 2012 – APRIL 2016
	<ul style="list-style-type: none"> • Monitored employee relations and ensured compliance with employment laws and company policies. • Promoted high morale and staff retention • Demonstrated effective communication, problem solving and conflict resolution skills • Minimized staff turnover through continuing recruitment efforts and improving the hiring and selection processes to hire employees most likely to succeed. • Monitored daily labor staffing hours and department expenses • Assisted the administrator in monitoring financial performance and identifying expense variances 		

JACKIE WITTHROW HOSPITAL		BECKLEY, WV	AUG 2010-MAY 2011
Role	Supervisor I		
Responsibilities	<ul style="list-style-type: none"> • Planned and implemented policies/procedures. • Responsible to coordinate and manage all hospital operations. • Responsible to design programs to control, eliminate and prevent work place infections • Inspected and identified existing or potential accident and health hazards as well as determined corrective/preventative measures to improve employee safety programs within the organization. • Monitored appending by departments and imposed spending reductions as necessary to achieve substantial reduction in operation and maintenance costs. • Promoted positive employee relations to ensure high quality care and employee morale 		

STRAYER UNIVERSITY		CHARLESTON, WV	FEB 2010-AUG 2010
Role	Professor / Dean In Training		
Responsibilities	<ul style="list-style-type: none"> • Completed online teaching training certification • Selected as the Campus Dean in Training / Campus Director 		

APPALACHIAN REGIONAL HOSPITAL		BECKLEY, WV	JULY 2009-OCT 2009
Role	Management Intern		
Responsibilities	<ul style="list-style-type: none"> • Utilized sound knowledge of Quality Improvement principles and strategic initiatives to achieve effective and cost efficient patient care • Used data analysis to identify factors leading to Work Related Injuries and implemented cost effective solutions to reduce injuries. 		

MOUNTAIN STATE UNIVERSITY		BECKLEY, WV	FEB 2008-JULY 2009
Role	Adjunct Faculty / Teaching / Research Assistant		
Responsibilities	<ul style="list-style-type: none"> • Taught undergraduate science • Served on academic committees • Provided analytical and research support to students • Helped mentor undergraduate/graduate students in the use of quantitative and qualitative analysis; • Provided academic counseling to students 		

SAMARPAN HOSPITAL		GUJARAT, INDIA	JUN 2007-DEC 2007
Role	Primary Care Physician		
Responsibilities	<ul style="list-style-type: none"> • Managed a five member team in the Intensive Care Unit; performed several emergency medical interventions • Exhibited sound clinical decision making skills; emphasized preventive care treatment and prophylaxis of infectious diseases, birth defects, anemia and malnutrition 		

SANKET RUPARELIYA MD MS LNHA

SAMARPAN HOSPITAL	GUJARAT, INDIA	JUN 2007-DEC 2007
	<ul style="list-style-type: none">Supervised clinics to ensure proper patient care and treatment; oversaw day to day hospital operations in the absence of the Medical Director; conducted informal surveys gauging patient satisfaction	

CHHAYA'S ENT HOSPITAL	GUJARAT, INDIA	JUN 2007-DEC 2007
Role	Assistant General Administrator	
Responsibilities	<ul style="list-style-type: none">Served as direct managerial support for the following: Chief Hospital CEO. Monitored numerous other professional staff: Hospital Manager, Finance Manager, Nursing Supervisors, Duty Officers, PRO, Operation Theaters, Lab Services, Radiology, Dental Surgery, Hygiene Services, Inventory Records of Stores, Visiting Consultants, and resident Medical Officers.Attended executive meetings, planned short-term and long-term goals, and conducted hospital rounds to obtain first hand informationActively involved in developing a Medical Tourism treatment program.	

James R. Gardner, LNHA, CDP



Relevant Experience

Chief Marketing Officer and Vice President of Operations

March 2022-Present

Honor Aging

East Brunswick, NJ

- Specializing in providing advisory and strategic operations and marketing consulting services to organizations serving any older adult population
- Full spectrum senior living and Post-Acute operational management support including, talent recruitment, reimbursement, staffing, financial operations, regulatory compliance, marketing and revenue development, leadership, and culture development.
- Oversee daily operations and marketing for a 6 building, 787 bed SNF portfolio located in New Jersey and Pennsylvania
- Assist in the interpretation and implementation of governing board policies and procedures, while providing direction in regulatory compliance
- Advise in promoting the highest quality of care for patients and residents within the organization
- Provide input into the annual operating budget and assist administrators with establishing financial and programmatic goals

Director of Healthcare Strategy / Administrator

April 2021 to March 2022

Family of Caring Health Care System

Tenafly, NJ

- Oversees business development and operations for 8 skilled nursing facilities.
- Builds strategic relationships with hospitals, physicians, ACO's, and referral sources.
- Formulates strategic partnerships among key hospital players and physicians to establish protocols and guidelines to ensure seamless patient transfers.
- Oversaw clinical and administrative aspects as the administrator of record for a 69 build SNF- Family of Caring at Tenafly
- Increased quality, staffing, and health inspections ratings and increased from an overall 2-star rating, to an overall 5-star rating by CMS
- Federal Deficiency free annual survey in 2021

Vice President of Business Development

January 2021 to April 2021

National Health Rehabilitation

Edgewater, NJ

- Developed, coordinated, directed, and administered national SNF marketing strategies for 25+ states.
- Strategized the placement of acute care psychiatrists to SNFs to drive outcomes, quality, and census
- Met with SNF's ownership, executive officers, and administrators to promote psychiatry services.

Administrator

May 2019 to January 2021

Excelsior

LakeView Rehabilitation and Care Center - Wayne, NJ

- Oversaw 120 bed SNF with 18 ventilator beds.
- Developed, implemented, and led marketing strategies to stabilize census during COVID pandemic.
- Administer, direct, and coordinate all areas of the center to assure high quality care is consistently provided.
- Provide overall leadership and management, while building a culture of teamwork.
- Launched Telehealth medicine with multi-physician participation to improve quality of care and patient satisfaction.
- Implemented ID programming designed to provide PCP support while decreasing unnecessary antibiotic use.
- Achieved two successful annual state survey results coupled with 4 deficiency free infection control surveys

Administrator*October 2018 to May 2019**August 2017 to April 2018**February 2018 to August 2017***CareOne LLC***CareOne at Wayne - Wayne, NJ**CareOne at Valley - Westwood, NJ**CareOne at Madison Ave - Madison, NJ*

Oversaw clinical and administrative aspects of the SNF/ALFs:

- CareOne at Wayne – 73 bed SNF & 59 bed ALF.
- CareOne at Valley – 120 bed SNF
- CareOne at Madison Ave – 178 bed SNF
- Recruited, hired, and trained all community team members.
- Responsible for resident, patient, and associate satisfaction.
- Fully responsible for the overall success of the community and the occupancy performance
- Achieved multiple 5-star overall CMS ratings – and assisted living communities advanced standing surveys

Regional Director of Market Operations*December 2016 to December 2019***CareOne LLC***Fort Lee, NJ*

- Led regional marketing, operations, and public relation strategies.
- Managed operations and finances of 6 SNFs and 2 ALFs.

Administrator*February 2016 to November 2016***Atrium Health & Senior Living***Atrium Post Acute Care of WayneView – Wayne, NJ*

- Led operations for a 170 bed SNF.
- Coordinated all activities to ensure quality care was provided to the center's residents.
- Devised and implemented systems to reduce length of stay and decrease readmission rate to 7.55% - 10th best in the state of New Jersey.

Regional Director of Marketing & Business*October 2015 to January 2016***Atrium Health & Senior Living***Little Falls, NJ*

- Developed and implanted marketing strategies to achieve a quality mix & census goals for 4 SNFs – 700 beds.
- Built strategic relationships with hospitals, practitioners, ACO, and referrals sources.
- Identified strategic alliances to drive new revenue opportunities while assisting joint ventures, affiliations, and partnership arrangements.

Assistant Administrator*January 2015 to October 2015***Atrium Health & Senior Living***Atrium Post Acute Care of Park Ridge - Park Ridge, NJ*

- Assisted in the development, & implementation of company policies and procedures for the 210 bed SNF.

Vice President of Business Initiatives*November 2011 to January 2015***Homewell Senior Care, LLC***River Edge, NJ*

- Oversee all management and daily operations for over 300 clients
- Implemented & designed HomeWell's clinical program that reduced facility recidivism.
- Established mutually equitable partnerships that drove new/existing business.

Director of Business Development – Bergen County*2010 to 2011***CareOne LLC***Fort Lee, NJ*

- Coordinated regional marketing and public relation strategies for 7 SNFs.
- Trained organizational team members on marketing strategy & physician relationship development.
- Identified and analyzed key trends to further improve clinical programs and pathways.

Hospital Liaison*2007 to 2010***CareOne LLC***Fort Lee, NJ*

- Developed and built strategic rapport with key hospital figures at the following hospitals: Valley Hospital, Holy Name Medical Center, Hackensack University Medical Center, Good Samaritan, & St. Joseph's Regional Medical Center

Social Work Assistant/Discharge Planner

2006-2007

Assisted the DOSW in planning goals of care, discharges, admissions, and psychosocial needs of residents

CareOne, LLC

Fort Lee, NJ

Education

Graduate Certificate in Executive Healthcare Leadership

2019 to Present

Cornell University

Master's Certificate in Senior Care Management

2016 to 2018

Rutgers University

Bachelor of Arts in Psychology

1998 to 2002

Fairfield University

Licenses

Licensed Nursing Home Administrator -

2015 to Current in NJ

New Jersey & New York

Lisa A. Kranis, LNHA, MPA, CDP

OPERATIONS EXECUTIVE

Specialized in: Directing Facility Administration, Revenue Growth, and Exceptional Patient Care

Engaged, innovative executive with extensive experience directing facility administration across a variety of facilities including sub-acute growth, regulatory compliance, operating efficiency, financial strength, clinical excellence, and employee training and development. Collaborative communicator demonstrating ability to partner with external business partners to achieve mutual goals and gain staff buy-in for strategic planning and performance targets. Analytical leader skilled in leveraging data to drive strategy and implement process improvements focused on exceeding goals and objectives established by the Board of Directors.

Facility Administration | Finance Management | Regulatory Compliance | Quality of Care | Team Leadership and Development
Relationship Building | Budgeting/P&L | Survey Performance | Specialized Care Training | Employee Retention | Operations

PROFESSIONAL EXPERIENCE

Interim Administrator Consultant – Honor Aging LLC | New Jersey 2022- Present | Edison, NJ 312 Bed Sub-Acute

- Provide management, direction, and oversight of day to day operations of the SNF, in accordance with set policies and guidelines
- Directed facility operations within regulatory compliance governing long-term care facilities and ensured highest degree of quality care for patients and residents.

Administrator – Spring Hills | New Jersey 2022 | Livingston Post Acute Care, Livingston, NJ 124 Bed Post Acute Facility

- Progressive track record of success in turning around operations, census development, deficiency free surveys, cost containment, quality of care, employee engagement, team building and customer service.
- Overall responsibility for the daily operations of the facility, patients, physicians, and staff.
- Develop and implement long term and short term strategic planning to keep the facility viable in a post Covid-19 environment.
- Facilitate relationship building with local hospitals, independent facilities, homecare partners and physicians to positively position the facility as an industry leader and provider of choice.
- Build community confidence, name recognition, and develop the flagship facility as patent provider of choice in the area.

Center Executive Director – Genesis Healthcare | New Jersey 2018-2021 | Ownership change to Complete Care Management New Jersey 2021- February 2022

Oak Ridge Center, Wayne, NJ, 120 Bed Sub-Acute, LTC, Behavioral Health and Memory Care Facility

Morris Hills Center, Morristown, NJ, 300 Bed Sub-Acute, Cardiac, Behavioral Health, LTC Facility

Waterview Center, Cedar Grove, NJ 190 Bed Sub-Acute, Cardiac, LTC Facility

- Distinction as a change management leader, taking troubled facilities and turning them into financially stable profitable operations, ability to improve customer service and community reputation resulting in positive outcomes and exceptional community recognition.
- Ability to improve employee engagement and develop a cohesive team.
- Improved operational margins, controlling expenses and labor, meet or exceed projected earnings on a monthly basis.
- Increase and improve census in all payor groups.
- Improving CMS 5 star rating.
- Preparing and guiding facility staff, residents, and families for divestitures when necessary.
- Managed facility through Covid-19 pandemic, keeping families and all stakeholders involved. Maintaining compliance with all Covid-19 regulations and executive orders.

- Achieving 4 deficiency free Covid-19 federal infection control surveys and a deficiency free OSHA survey during Covid-19 outbreak.
- Leading Genesis Waterview/Complete Care Cedar Grove, a facility that was on the Special Focus Facility watch list, a 1 star CMS Nursing Home Compare facility with multiple Immediate Jeopardy citations to a Clinical Deficiency free (zero points) CMS Federal survey.

Assistant Executive Director and Administrator – Saint Clare’s Health System and Springpoint Senior Living | Oaks at Denville CCRC, Denville, NJ, 2012- 2018

84 Bed Sub-Acute and LTC Facility and 34 Bed Assisted Living Facility.

Manage facility operations with a team of 210 employees an \$8M revenue budget and \$5M expense budget including regulatory compliance, financial management, census management, in-facility CQI/QAPI, employee training and development, and occupancy.

- Increased the Medicare A census from an average of 9-15 to an average of 38-50 over a 24-month period maintaining provider of choice for 5 consecutive years.
- Delivered exceptional customer experiences and resolved concerns quickly and with compassion.
- Trained all new administrators’ company-wide and served on the corporate mock survey team.
- Executed highly effective financial controls resulting in 6-years of successive improvements in operating margins and cost containment.
- Provided engaged leadership and support achieving high employee satisfaction ratings and low employee turnover.
- Achieved outstanding results for 6 annual CMS DOHSS surveys and 1 Federal Life Safety including 3 deficiency free CMS annual survey, a deficiency free Federal Life Safety Survey and 3 surveys having no deficiency over D in scope and severity; All surveys were awarded advisory standards distinction.
- Delivered exceptional facility positioning achieving and maintaining 5-star CMS rating across the board for 19 quarters.
- Maintained position for multiple years on U.S. News and World Report distinction of Best Nursing Homes in the U.S.
- Received CARF accreditation within health care center, assisted living, and rehabilitation department.
- Facilitated relationship building with local hospitals, independent facilities, and physicians to positively position facility.
- Awarded 2015, 2016 and 2018 prestigious Eli Pick Facility Leadership Award recognizing Administrators of high-performing SNF facilities nationwide.
- Member/consultant of the advisory committee at Saint Clare’s Hospital to develop a geriatric care track incorporating all service areas in the hospital and the facilities in the surrounding area to best meet the needs of the geriatric population.
- Member of the Professional Services Committee for Springpoint Senior Living to ensure exceptional care and customer service across the continuum.
- Developed inpatient and outpatient rehabilitation program offering Physical, Occupational, and Speech therapies up to 7-days a week offering Cardiac, Medical Surgical, Orthopedic, Pulmonary, and Neurological Rehabilitation.

CareOne, LLC | 2010-2012**Administrator/Executive Director – CareOne, LLC | Parsippany, NJ, 2011 – 2012**

118 Bed Sub-Acute and LTC Facility and 80 Bed Assisted Living with secure Memory Care Unit.

Directed facility operations within regulatory compliance governing long-term care facilities and ensured highest degree of quality care for patients and residents. Executed activities including finance management, census oversight, employee leadership and development, marketing, and partnering with physicians and hospitals.

Operations Manager – CareOne at Livingston | Livingston, NJ, 2011- 2011

93 Bed Assisted Living Facility with dedicated Alzheimer and Memory Care Unit.

Selected based on exceptional performance to onboard and assist new Administrator in the daily operations of facility with a focus on cost reduction without reducing quality of care, customer service, or employee morale.

Assistant Administrator – CareOne at Madison Avenue | Morristown, NJ, 2010- 2011

178 Bed Sub-Acute and LTC Facility with Memory Care Unit.

Assisted Administrator in executing daily operations including coordination and oversight of facility, environmental rounds, budgeting, performance monitoring, length of stay monitoring, marketing, and ensuring quality care for patients and residents.

Additional experience includes:

Nursing Administration Staffing Coordinator with Morristown Memorial Hospital
Staffing and Budget Manager – Nursing Administration with JFK Medical Center
Geriatric Care Manager/Owner with New Jersey Eldercare Associates
Administrator in Training with Inglemoor Care Center

EDUCATION, LICENSE & CERTIFICATION

- **Master of Public Administration, Health Service Administration** – Kean University
- **Bachelor of Arts in Public Administration** – Kean University
- **Licensure and Certification** – New Jersey State Licensed Nursing Home Administrator and Certified Dementia Practitioner

Gaurav A Nagar

Profile

- Conscientious, highly motivated and results oriented individual with 10 years of health care experience. Attributes include progressive leadership skills and an education comprised of a strong foundation in the clinical sciences and epidemiology. The integration of an extensive clinical knowledge with infectious disease and epidemiology has proven to be a vital contributor to patient safety and patient outcomes. The candidate with his diverse skillset and has been an invaluable resource in the analysis, prevention and control of hospital acquired infections.

CERTIFICATION IN INFECTION CONTROL AND EPIDEMIOLOGY (CIC)

- Certificate number: [REDACTED]

Experience

DIRECTOR OF INFECTION PREVENTION AND EPIDEMIOLOGY | RWJBH SYSTEM SOUTHERN CAMPUS | APRIL 2022-PRESENT

- A resource for clinical staff regarding CDC, TJC, CMS, HICPAC and DOH recommendations and benchmarks.
- Ensure compliance with regulations
- Perform annual risk assessment
- Prepare annual Infection Control plan
- Review, analyze and report HAI data
- Perform unit rounds and on the spot education about best practices as needed
- Assess infection control needs for construction and repair work. Prepare ICRA.
- Review and update infection control policies for the System.
- Co-chair and conduct Infection Control Committee meetings
- Keep facility survey ready
- Conduct annual performance review

VICE PRESIDENT OF INFECTION PREVENTION AND CONTROL – HONOR AGING LLC MARCH 2022 – CURRENT

INFECTION PREVENTION CONSULTANT | SPRINGPOINT COMMUNITIES AT MEADOW LAKES | JUNE 2020-MARCH 2022

- Resource for clinical staff regarding CDC, TJC, CMS, HICPAC and DOH recommendations.
- Ensure compliance with regulations
- Prepare annual risk assessment and annual infection control plan.
- Review, analyze and report HAI data
- Perform regular surveys and audits at Eight PAC facilities and on the spot education about best practices as needed
- Review and update infection control policies for the Network.
- Co-chair and conduct Infection Control Committee meetings
- Keep facility survey ready

MANAGER OF INFECTION CONTROL | CENTRASTATE HEALTHCARE SYSTEM, NJ | JAN 2018-MAY 2020

- A resource for clinical staff regarding CDC, TJC, CMS, HICPAC and DOH recommendations and benchmarks.
- Ensure compliance with regulations
- Perform annual risk assessment
- Prepare annual Infection Control plan
- Review, analyze and report HAI data
- Perform unit rounds and on the spot education about best practices as needed
- Assess infection control needs for construction and repair work. Prepare ICRA.
- Review and update infection control policies for the System.
- Co-chair and conduct Infection Control Committee meetings
- Keep facility survey ready
- Conduct annual performance review

INFECTION PREVENTIONIST | THE GEORGE WASHINGTON UNIVERSITY HOSPITAL, DC | APR 2017- DECEMBER 2017

- Analyze and review Lab cultures. Apply NHSN definitions for reporting Hospital Acquired CAUTI, CLABSI, VAE, SSI and MDROs.
- Report communicable diseases to DC Department of Health.
- Review patient isolation list and follow up with staff as needed.
- Verify isolation, evaluate exposure and initiate investigation as needed.
- Perform SWOT rounds as per schedule. Complete and email SWOT form to management.
- Perform unit rounds and on the spot education about best practices as needed.
- Conduct New Employee orientation lectures regarding hospital policies and best practices in Infection prevention and control.

INFECTION CONTROL ASSESSMENT PROGRAM COORDINATOR | NORTH DAKOTA DEPARTMENT OF HEALTH, DIVISION OF DISEASE CONTROL, ND | MAY 2016 – APR 2017

- Conduct Healthcare Associated Infection (HAI) assessment.
- Perform on-site infection control assessments for health care facilities.
- Conduct outbreak investigation identify and report gaps, document mitigation efforts, prepare and present assessment summary reports.
- Establish an IP inventory of all healthcare settings in North Dakota.
- Provide consultation and training using Centers for Disease Control and Prevention-based resources on HAIs.
- Perform follow-up assessments to ensure gaps have been mitigated.
- Collect and document program data for analysis. Develop a plan for remote healthcare facilities HAI assessments.
- Provide training materials related to infection control in healthcare facilities
- Collect, analyze and present HAI Data for the state of North Dakota. Supervise data collection for quality and integrity. Access to data from NHSN and HIN for analysis and comparison.
- Use Excel and SAS for Data Analysis. Contributing author for four quarterly reports and one annual report for the state of North Dakota.

FAMILY PHYSICIAN | GROUP PRIVATE PRACTICE | JUNE 2004- JULY 20012

- Diagnosed and treated infectious diseases. Counseled patients about sanitation, hygiene and prevention of spread of airborne and droplet infections.

- As part of my job, I collected, tracked, analyzed and reported public health data to the regional community health center. I was closely involved with analyzing epidemiological data to make public health policy decisions.
- Developed interpersonal skills by interacting with diverse people from patients to staff to colleagues.

Education

MASTER OF PUBLIC HEALTH (MPH) GPA- 3.91/4.00 | APRIL 2016 | WRIGHT STATE UNIVERSITY, DAYTON, OH

- Major: Public Health Management
- Minor: Biostatistics, Epidemiology 1, Epidemiology 2(SPSS, SAS Data Management, Manipulation and Analysis)

BACHELOR OF MEDICINE BACHELOR OF SURGERY (MBBS) | MAY 2004| NHL MUNICIPAL MEDICAL COLLEGE, GUJARAT, INDIA

1-year compulsory Internship at V S Hospital, Ahmedabad.

Skills & Abilities

- APIC member. Infection Prevention Competency Review Course (APIC) certification- 2016.
- Extensive background in biological sciences, health sciences and medical sciences. Managed a primary care facility for 5+ years in New Delhi, India. Diagnosed and treated infectious diseases with specialization in TB management. Conversant with Infection control in Hospital setting. Collected, tracked, analyzed and reported health data to community health center.
- Proficient with data management, analysis and presentation in Microsoft Office (Word, Excel, PowerPoint), SPSS and SAS.
- Published thesis "Is the breeze making you wheeze? Air quality and Asthma in the US" (April 2016), as a part of Culminating Experience during MPH. The research involved exhaustive analysis of air pollution data and asthma prevalence data from 2011 to 2013. The analysis (ANOVA, linear regression) was done in SPSS software. The thesis was chosen for publishing <http://corescholar.libraries.wright.edu/mp/187/>.

Dipika Uppal, RN, BSN



RN license, state board of PA and NJ.

Summary

BSN registered nurse with combined over 12 years of experience managing long term care facilities and skilled home care services.

Experience

- Long Term Care Nurse Consultant- Honor Aging- 312 bed facility, Edison, NJ January 2023-Present
- Director of Nursing- Rehab and Skilled care 120 beds facility, Cherry Hill, NJ: March 2021- 2022
- Director of Nursing-Cambridge- Rehab and Skilled care 120 beds facility, Moorestown, NJ: Aug 2020- March 2021
- Director of Nursing- The Palace Rehab and long- term care 160 beds facility, Maple Shade, NJ: Oct 2019- August 2020.
- Director of Nursing HHN Nursing 110 bed facility in Pennsylvania Jan 2018 - 2019.
- Director of Nursing Home Health Care Agency -April 2012- February 2018
- Assistant DON- December 2010- April 2012
- Registered Nurse- Per-Diem Nurse (ICU, CTICU, Telemetry floors and Medical surgical floors)- Lankenau Hospital, Wynnewood- PA May 2008 – December 2010
- Registered Nurse- CT-ICU Lankenau Hospital, Wynnewood- PA March 2007- Feb 2008
- Registered Nurse- Telemetry Floor-Thomas Jefferson Hospital, PA

Education

- Bachelor of Science in Nursing (BSN); GPA: 3.6+University of Maryland, Baltimore School of Nursing

Longtree & Associates, LLC

www.LongtreeEducation.com | [REDACTED]

www.linkedin.com/in/laurie-loughney-166bb718

Compliance and Regulatory Services

Longtree & Associates, LLC has a 24-year history of providing strategic corporate planning- both new businesses and turnaround, all aspects of licensure of new communities and pre- survey readiness, attaching and establishing financial stability, developing census strategies that work building and meeting human resource compliance standards. Laurie Loughney and the Longtree team has a history of established results in all these areas.

Since 2004- 2022, Laurie Loughney and Longtree & Associates has been approved by the NJ Division of Compliance as an administrator consultant during directed plan of care management for SNF, ALF and Adult Day Services

Laurie Loughney, CEO, and her team were approved by New Jersey, Pennsylvania, and Texas as Temporary Managers to oversee state and CMS directed plan of care for distressed nursing homes, assisted living residence and adult day services. In this role, Longtree provided the guidance for CMS directed plan of care, including immediate jeopardy and human resource compliance.

Laurie served as the Chief Operating Officer for a senior community for 13 years. In this role, Laurie was the corporate manager for human resources. This included oversight of compliance, federal and state employee laws, development of policy/ procedures, job descriptions, evaluations, FMLA and other required documents.

Laurie completed the Society of Human Resource Management (SHRM) courses and was certified as a Certified Consultant Professional.

Seminars Developed by Laurie include:

- The Three R's of HR- Recruitment Retainment and Regulatory Compliance
- Crisis Management – Staffing Plan
- Essential Skills for Healthcare Professionals
- Essentials, Ethics and Energy 2022 and Beyond
- Compassionate Fatigue or Vigor in the World of Covid- 19
- Legal and Legislative Aspects of Clinical Care in the Long-Term Care Setting
- Legal Issues and Managed Risk: Role of Provider in Assisted Living
- LABOR- REGULATORY AND LAWS December 2022 (5 hour course)
- Nursing Home Personnel and Management: Part I- Nursing Staffing Requirements Part II- Human Resources Key Components Part III- Unions Part IV – Human Resources Leadership (5 hour course)

Certification Courses

For more than 24 years, Longtree has helped thousands of professionals achieve meaningful and lasting success in reaching executive and front -line professional status:

- o Certified Assisted Living Administrators
- o Nursing Home Administrators
- o Certified Dementia Practitioner
- o Certified Home Maker Health Aide
- o Certified Medication Aides

Longtree has provided human resource management skill training for skilled nursing home professionals; and assisted with the full development of HR programs for two assisted living residence. Our training programs and seminars will improve your competencies in the areas of administration, front-line professional skills, nursing and social work practice and ethics, as well as enhance your knowledgebase about the elderly and family dynamics.

Por Forma Summary

Senior Consultant
Honor Aging
Compliance, Human Resource, Recruitment, and Infection Control Consultant
January 2022-Present

NJ DHSS – Appointment as Administrator Consultant – DPOC
Ivy Stone Assisted Living Residence
Bentley Assisted Living Residence
November 2022

Texas DHSS- Appointed Administrator Consultant
Double Immediate Jeopardy Plan of Correction
Pflugerville Health Care Center, Texas
October- November 2022

Senior Consultant
Start Up: Licensure Compliance
Faith Home Healthcare LLC DBA Faith Habilitation.
2020- 2021

Senior Consultant
Start Up: Licensure Compliance
Graceland Gardens Assisted Living Residence, New Brunswick, NJ
2020-2021

CMS appointed Directed Plan of Care Manager
Vista Living of Vernon Skilled Nursing Home
Vernon, Texas
2021- 2022

CDC- Infection Control Preventionist-
Little Brook Nursing Home, Califon, NJ
March 2021- May 2022

Interim NJ Nursing Home Administrator/ Directed Plan of Care Manager
Friends Village- Hancock SNF, Woodstown, NJ May 2021- October 2021

Interim Administrator/ Infection Control Preventionist
Clover Rehab Center, Columbia, New Jersey February 2021- May 2021

Covid 19/ Infection Control Compliance Manager, appointed by the state of Pennsylvania
Brighton Rehab and Wellness Center, Beaver, PA
Allaire Health Care Systems April 2020- November 2020

Supervisory Nursing Home Administrator
Continuing Care at the Gardens- Seabrook CCRC May 2019- August 2019

Supervisory Nursing Home Administrator
Little Brook Nursing Home, Califon NJ – January 1, 2019- April 2019 and November 2020 – January 2021

Plan of Correction Approved Administrator
Ivy Stone Assisted Living, Pennsauken, NJ – December 2018 through April 2019

Atria Assisted Living Residence- Temporary Manager- Directed Plan of Care June 2013- October 2013

CONSULTING PROJECTS

Continuing Care Retirement Community Development

CentraState Healthcare Systems: Applewood Estates CCRC
Winchester Gardens CCRC, NJ
Jeryl Industries, Kearney, NJ
United Marketing Company, Washington Crossing, NJ
Jim Kessinger and Associates, Pasadena, California
Jerry Skudera and Group, Omaha, Nebraska
Deerpark Elegant Care CCRC, Port Jervis, New York
Elegant Care, LLC, Ocean, New Jersey
Continuing Care Communities, LLC, Belmar New Jersey

Assisted Living / Adult Day Services / Skilled Nursing Homes

Senior Retirement Residence Development

Vista Living SNF, Texas- Apollo Consulting, NY York
Graceland Gardens, New Brunswick
Monarch Development Corporation, NJ
Clover Rest Home, NJ
Friends Village CCRC, Woodstown, NJ
Kaplan Development Corporation, Mass.
Littlebrook Nursing and Rehabilitation, NJ
Cedar Knolls Adult Day Care, NJ
Diamond Adult Day Cares, Patterson, NJ
Sunset Assisted Living Project, Marlboro NJ
Lester Senior Housing – Assisted Living and Independent Apartments
CentreState HealthCare Systems, Freehold, NJ
The Pavilions at Forrestal- Skilled Nursing and Assisted Living
Atria Senior Living Group, Cranford, New Jersey
Royal Senior Care Medical Adult Day Services, Middletown, New Jersey
David Chacko and Associates, Omaha, Nebraska
Elderhealth, Inc., Baltimore, Maryland
Grand Strand Medical Adult Day Service
Active Services, Birmingham, Alabama
Diamond Developers, Belmar, NJ

JACHO/ State Survey Audits and Quality Assurance

Brighton Rehab and Wellness Center, Beaver, PA
CentraState Hospital System: Applewood Estates CCRC
Morris Park Nursing Home, Bronx, New York

Kings Harbor Multi Care, Bronx, New York
Daughters of Jacob Nursing Home, Bronx, New York
Gateway Care Center, Eatontown, New Jersey
Laurel Bay Health and Rehab Center, Keansburg, New Jersey
Royal Senior Care Medical Adult Day Services
Atria at Cranford Assisted Living Services

STAFF DEVELOPMENT / EXECUTIVE TRAINING / FRONTLINE PROFESSIONAL RECRUITMENT

New Standards Corporation- Alzheimer/ Dementia Training
Care One Health Care System, New Jersey
Job Haines Home, New Jersey
Atrium Subacute, Matawan, New Jersey
Emerson Health Care System, Emerson, New Jersey
Chatham Subacute, Chatham, New Jersey
Meridian Quality Care, Wall, New Jersey
Providence Center, Trenton, New Jersey
Madison-Genesis Center, New Jersey
Royal Senior Care Adult Day Center, New Jersey
Alternatives in Aging, Morristown, New Jersey
Varis Health Care, LLC, Brick, New Jersey
Townco Health Care Service, LLC, Asbury Park, New Jersey
Darlington Healthcare and Associates
Dr. Michael Creedon, Creedon Group, Vienna, Virginia
Balance Institute, Baltimore, New Jersey

LONGTREE & ASSOCIATES – SEMINAR PRESENTATIONS

LNHA / CALA / SW / Case Management/ SHRM-CP Continuing Education Units / Approved 2003-2023

- Dementia Care 2022 and Beyond: Engaging Methodologies
- To Fix or Manage? The Healing Approach to Chronic Pain
- The Long-Term Care Communication Triad: Navigating the interactions intricacies between staff, family, and elders
- Redirecting Challenging Resistance: Assisting the Elderly Person with Self-Advocacy and Self-Care
- Should've, Could've, Would've! Core Ethical Steps for Social Workers in Decision Making
- Breaking the Culture of Ageism: Awareness, Competency and Sensitivity
- The Mental health Journey: Lessons Learned for the Elderly
- Rethinking Cultural Competency: Moving to Cultural Humility

- Crisis Management – Staffing Plan
- Clinical Expertise in Long Term Care Setting
- Removing the Moving Target- Elder Scams in the Virtual World
- Beyond “Just” Memory Care Information: Best Practices in Action
- Global Perspective: Alzheimer/ Dementia Research and Care Around the World

- Diving Deep into Health Care Ethics for 2022 and Beyond
- Essential Skills for Healthcare Professionals
- Essentials, Ethics and Energy 2022 and Beyond
- Compassionate Fatigue or Vigor in the World of Covid-19
- Recognizing Opioid Misuse in the Elderly
- Scams and Scoundrels: Elder Fraud
- Medicaid Updates 2019- 2021
- CMS 2019: The Final Rule Regulatory Compliance
- 2019- QAPI Compliance
- 2019- Financial Management in LTC
- The Three R's of HR- Recruitment, Retention and Regulations
- Legal and Legislative Aspects of Clinical Care in the Long-Term Care Setting
- Legal Issues and Managed Risk: Role of Provider in Assisted Living
- Census and Profitability
- Celebration of Life: End of Life Transition and the Roles of Service Providers
- Alzheimer's Disease – 2021 Update
- The Return Home: An integrated approach to Discharge Planning
- Quality of Life Development: Architecture, Interior Design and Technology Approaches and Benchmarks
- 2018 Regulatory and Compliance Updates
- Customer Service and Marketing Edge in LTC facilities
- Ethics of Self Determination: Discharge Planning for the patient with long-term care needs

Advocacy of Care Giving:

- Stumbling Blocks and Building Blocks of Ethical Person Centered Care in Long Term Care communities
- End of Life in Cultural Contexts
- From High School to Old School: Resident to Resident Abuse
- Walking in Their Shoes: Ethical Framework for Person Centered Care
- Destigmatizing Incontinence and providing respective interventions
- Innovative Care Giving Strategies
- Care is at the Center: The essential skills of the Service Provides in the integrated Care Plan process
- Pain Management: Alternative Interventions for the senior with long term care needs
- The Ethics of Self Determination: Discharge Planning for the patient with long term care needs
- Advocacy Strategies for seniors with special needs
- Residents Self Determination in the LTC Setting
- 21st Century Approaches to treatment of Alzheimer Disease

PROFILE SUMMARY

Seasoned professional in post-acute care for senior living organizations, blending a distinct strategic view and understanding of today's healthcare marketplace to deliver innovative and value-based solutions. Extensive experience working with laws and regulations to ensure compliance. Successfully implemented numerous budget processes. Implemented strategic plans with a primary focus on developing and maintaining relationships with residents, families, vendors, staff and other healthcare professionals.

EDUCATION: Bachelor of Science, Business Administration, Marketing/Management:
Montclair University, Upper Montclair, NJ

PROFESSIONAL EXPERIENCE

The Health Center at Galloway, Galloway, NJ
January 2022- April 2022
Consultant- 120 Bed SNF

Village Point, Monroe Township, NJ
December 2020 - January 2022
Consultant - 120 Bed SNF

Troy Hills Center, Parsippany, NJ
September 2021 - November 2021
Executive Director - Interim; 120 Bed SNF

The Oaks at Denville, Denville, NJ
May 2021 - August 2021
Administrator - Interim; 84 Bed SNF

Inova Loudoun Nursing and Rehabilitation Center, Leesburg, VA
October 2020 - April 2021
Administrator - Interim; 100 Bed SNF

Genesis - Ridgewood Health Center, Ridgewood, NJ

June 2020 - August 2020

Executive Director - Interim; 86 Bed SNF

Your Life of Stuart, Stuart, FL

February 2019 - December 2019

Executive Director - Interim; 100 Bed Memory Care

The Oaks at Denville, Denville, NJ

October 2018 – December 2018

Administrator – Interim; 84 Bed SNF, 28 Bed ALF

Genesis – Westfield Health Center, Westfield, NJ

May 2018 – September 2018

Administrator – Interim; 227 Bed SNF

Genesis – Barn Hill Care Center, Newton, NJ

March 2018 – May 2018

Administrator – Interim; 153 Bed SNF

Genesis – Brakeley Park Care Center, Phillipsburg, NJ

December 2017 – March 2018

Administrator – Interim; 120 Bed SNF; 30 Bed ALF

Genesis – Lakeside Pavillion, Naples, FL

September 2017 – November 2017

Administrator – Interim; 120 Bed SNF

Senior Lifestyle – Maurice House, Millville, NJ

July 2017 – August 2017

Executive Director – Interim; 60 Bed ALF

Kindred Healthcare, Hollywood, FL

August 2015 – September 2016

Administrator – 30 Sub-Acute Bed SNF

Responsibly performed all acts necessary with the “Start-Up” of a new 30 Bed Sub-Acute Unit, including the overall operation of a skilled nursing center with federal, state and local laws, regulations.

- Hired all staff, including Medical Director
- Organized preparations for substantial compliance with ACHA to expeditiously achieve CMS Provide Number; thereby streamlined Medicare Patient Reimbursement
- Negotiated all Managed Care and Vendor Contracts
- Assisted in control of budgets as well as additional financial and labor reports monitoring for any variances and implementing control plans for deficient areas.
- Developed, evaluated and updated policies and procedures in collaboration with various interdisciplinary professionals
- Appraised and upheld effective risk management, safety and accident prevention programs

Kindred Healthcare, Clara Maass Medical Center

January 2013 –July 2015

Administrator – 30 Bed Transitional care/SNF

Provided stability and leadership in management; including oversight of all clinical, business and administrative departments by coordinating departmental activities, formulating actions plans, and resolving challenges to improve efficiencies in assuring the values were upheld.

- Executed ongoing compliance resulting in attaining Deficient Free State & Federal Annual Survey in 2013, 2013 and 2015
- Cultivated and preserved a system of shared values stabilizing a culture of teamwork in support of service excellence, celebrate success and reward high-performance.

Allendale Community for Mature Living, Allendale, NJ

May 2010 – December 2012

Administrator - 330 Bed Continuing Care Community with a 120 Bed SNF

Oversaw and directed operations for 100 Resident Independent Living; 110 Assisted Living and 120 Skilled Nursing Community

- Initiated and addressed challenges and advantages by providing a framework for the organization and its external environment through the identification of competencies, skills, and resources that comprised the community’s competitiveness as well as areas for improvement.

- Proven census growth by 40 percent through outside marketing visits to nearby physicians, hospital case managers, assisted living communities and senior living communities
- Implemented Employee of the Month and other Staff Incentive/Appreciation Awards

Errands for Elders, LLC, Morris County, NJ

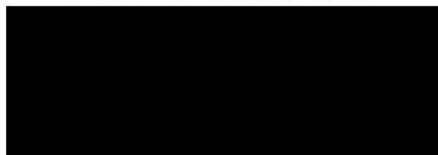
June 2008 – December 2012

Proprietor

Identified seniors and those infirmed in local community in need of assistance with errands, including daily and weekly appointments, etc. Advocated and assisted seniors with hiring of repair professionals, bill pay, light housekeeping, etc.

Volunteer: Marriott Senior Living, Florham Park, NJ
Treasure Coast Hospice, Stuart, FL

References: Barbara Thon, Ready Nurse Recruiter: [REDACTED]
Sheila Goff, 360 Healthcare: [REDACTED]
Additional exceptional references available upon request.



Executive Summary

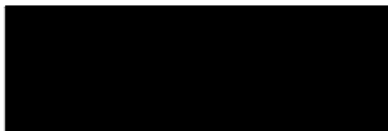
Senior care executive with a progressive track record in improving quality of care, census growth, turn-around operations, and business development. Multi-site experience with skilled nursing and assisted living operations ranging from high price point private pay long-term care to short-term sub-acute offerings.

Work Experience

NOV 2022 - Current - Honor Aging LLC

Consultant Administrator - VA Menlo park - Edison NJ

- 2016 to NOV 2022 - Spring Hills PASL
Senior Vice President Operations
- Directed the quality of care turnaround of 8 skilled nursing facilities consisting of 1202 beds. Direct reports include the LNHA's VP of Nursing, VP of Rehabilitation, VP of Reimbursement, VP of AR and VP of Marketing
- Developed and directed a centralized billing and collections department resulting in collections running 2-3% higher than the competitors at 96-97% consistently. Expanded the department to include Managed Care Contracting and Case Management with no additional expense
- Developed and directed a centralized admissions and marketing department which increased the census from 560 ADC in January 2021, "post pandemic" to an ADC of 790 in January 2022 and now running above 840 out of 1100 operational beds due to renovations with 20% Medicare
- Established the PDPM system and process which outperformed 1200 centers nationwide every quarter when normalizing the reimbursement rates considerate of the MSA. Completed through clinical programming and documentation capture processes to ensure ADR's result in zero dollars owed
- Increased revenue to \$10 million dollars per month and trending to increase revenue year over year by \$33 million
- Reduced payroll expense PPD and overall expense PPD after the initial \$14 million reduction due to Covid. Executed a 60 day team recruiting program resulting in the removal of agency and bonuses and lowering of OT along with LNHA education on expense reduction. Also, changed pharmacies to have a better partner in managing costs.
- Created the budget models and budgets for the skilled centers using the most up to date Clifton Larson Allen data for New Jersey to ensure PPD alignment
- Negotiated the CBA's for the already unionized centers while maintaining the additional centers as non-union through the roll out of a significant culture program
- Integrated Population Health and a Physician practice across centers to reduce potentially preventable readmissions in the centers and up to 90 days post discharge
- Implemented a customer satisfaction program which resulted in an increase in satisfaction star ratings from 3.1 to 4.5 and higher out of 5, which helped the 8 locations on experience 1 complaint survey in total in Q1 2022
- Improved the STAR ratings of the centers by dramatically reducing the number, scope and severity of deficiencies during annual survey and improving the quality measure rating. Moved the most troubled center from 2 to 5 STARS.
- Initially served as the Senior Vice President of Marketing and Business Development for 44 locations across 3 states and increased the census in the portfolio to it's all time high occupancy



2011-2016 – Alaris Health

Vice President of Operations and Strategic Development

- Operational oversight of eight skilled nursing facilities and strategic marketing responsibility for the company's 18 locations resulting in the highest portfolio star rating in the state
- Directed the recruitment and development of a regional and facility sales force while creating the company's first formal marketing program
- Directed the re-branding of the company to include developing the company's first website and social media presence
- Spearheaded the creation of the company's first customer service program, employee appreciation program, and employee Intranet.
- FY 2012 grew the company's occupancy, quality mix and revenue to the highest levels in its 15 year history
- Developed and executed the company marketing strategy to increase market share while rapidly decreasing the market share of the competition
- Enhanced cost savings approaches to significantly reduce payroll and pharmacy expense.
- Collaborated to acquire and integrate the company's largest multi-service line acquisition, since the company's inception

2008-2011 – Care One

Regional Director of Operations

- Operational oversight of eight centers including six skilled nursing centers and two assisted living communities totaling 866 beds with more than 800 residents, over 900 employees and total revenue of over \$98M
- Team leader of 8 regional team members including Marketing, Nursing, Human Resources and Financial Support Services
- FY2008 to FY2009 overall EBITDARM growth for the region of 12% by increasing revenue by \$5M and decreasing expenses by \$1.5M.
- Improved assisted living EBITDARM margin from of an average of 20% to 39% from FY2008 to FY2009 and present due to a combination of census growth and expense reductions
- FY 2009 to FY 2010 6.1% EBITDARM growth
- FY 2010 to FY 2011 12.7% EBITDARM growth



2000-2008 – Omni Health Systems of New Jersey

2007-2008 - Administrator

Great Falls Health Care Center – Paterson, NJ

- Managed the quality, financial and operational turnaround of this 180 bed center with greater than 200 employees
- Immediately increased revenue through physician and referral source development while re-positioning the center in the community
- Implemented immediate action steps to fill the 37 open beds at the center

2004-2007 - Administrator

Saint Mary's Life Center – Orange, NJ

- Enhanced this 147 bed center with 175 employees; delivering a deficiency free survey and turning from a negative cash flow of \$125K per month to a positive cash-flow facility in three months.
- Increased the average daily census to plus 97% occupancy in one month, when the facility had run 89% at best since opening 6 years prior.
- Filled and maintained the occupancy of the 27 bed vent unit.
- Streamlined all departments in the facility either through expense reductions, new contracts or new systems while achieving a deficiency-free state survey.
- Eliminated overtime in all non-nursing departments.
- Negotiated a new, favorable union contract, while preparing for the JCAHO survey and working as a team member to reorganize the table of organization for the hospital system.
- Received the best results on a JCAHO survey that the facility has ever earned.
- Increased the Medicare mix from 10% to 25%.
- Ran the highest average daily census of all Omni facilities in 2004 by developing key physician and referral source relationships.

2002-2004 - Administrator

St. Cloud Health Care Center – West Orange, NJ

- Responsible for the operation of this 120 bed high-end private pay and Medicare certified sub- acute skilled nursing facility
- Developed numerous new physician relationships resulting in a higher census and better payer mix.
- Eliminated overtime in all non-nursing departments.
- Earned a deficiency-free state survey.

2002 - Administrator

Palisade Nursing Center – Guttenberg, NJ

- Operated a 108 bed Medicare/Medicaid skilled nursing facility
- Developed new physician relationships and referral source contacts resulting in an immediate impact on the average daily census.
- Restructured the nursing department resulting in an excellent state survey.
- Created an external sales plan for the center resulting in a significantly increased census and more favorable payer mix.



2000-2002 - Director of Admissions and Marketing & Administrator in Training (AIT)

St. Cloud Health Care Center – West Orange, NJ

- 120 bed high-end private pay and Medicare certified sub-acute skilled nursing facility.
- Increased the average daily census from 99 to 118 in a 120 bed skilled nursing facility.
- Developed a 40 bed sub-acute population through a vastly increased Medicare census, while reducing the Medicaid number, and replacing them with Private Pay residents.

1999 to 2000- Integrated Health Services

Director of Provider Relations

Colorado Springs/Pueblo Market – Colorado Springs, CO

- Regional marketing director for six facilities responsible for the census development and training of the local site Admission Directors and External Case Managers.
- Contributed to the development of a new outpatient rehabilitation program to better position the center for increased sub-acute census.
- Executed external sales to physicians and other professional referral sources resulting in a significant increase in private pay and Medicare/HMO census.

1989 to 1999 – U.S. Army

1996 to 1999 - Army Officer

1993 to 1996 - Army Reserves & ROTC

1989 to 1993 - Army – Active Duty

Education

Bachelor of Arts in Social Science

University of Northern Colorado, Greeley, CO – 1996

Professional Certification

Licensed Nursing Home Administrator – 2002

Dwight Benedict V. Faustino

- *Strategic healthcare executive with hands-on operational experience and a distinguished 20- year career in leading healthcare organizations delivering profitable growth and expansion.*
- *Dynamic leader, providing strategic and tactical execution of organization-wide initiatives to improve the quality of customer service, and bottom-line financial performance.*
- *A leader in executing high-level compliance, business ethics, and performance standards with the ability to build, produce, and succeed.*
- *LTPAC Consultant for Life Sciences companies, Healthcare Tech R&, D and PAC operators.*

Work Experience:

- **Chief Information and Digital Officer, Chief Operating Officer for Pos-Acute and Ancillary Services Mobility Ideal Healthcare;** April 2022 to current
 - Manage and operate multiple post-acute divisions for MSO: OP Rehab, Prosthetics and Orthotics, M&A; TPA Network development; IS-IT Division and Business Development
 - Structure and developed digital front door and expand the digital footprint for the organization: Patient/Clinician portal, WebApp, cloud migration, RPA development;
 - Clinical and Business Services Development: DTx,(AR/VR), IoMTs/IIoTs, IoTs, COVID-19 Recovery Program, Rehab RTM.
 - M&A and review of new business acquisitions, transition/ succession planning and change management.
 - Contract and agreement analysis and negotiations in partnership with operations and legal team.
 - Aligns regulatory updates with operational strategies.
- **Chief Information Officer and Chief Rehabilitation Officer (NJ, MA, CT,PA, MD, VA) Care One Management LLC/Health Bridge management /Ascend Home Care services/Total care/Forever Fit;** July 9, 2018 through January 2022;
 - Initiated and spearheaded developing the company's interoperability capabilities with both acute care and PAC providers.
 - Clinical Data Management and data repository development in Oracle Cloud:IoMTs,ML,DTx, ACI and RPA;
 - Promoted a culture of Healthcare Innovation that helped expand CareOne's digital front door during the SARS CoV-2 PHE 2020-2022, transparency, and accountability in IS/HIT;
 - Proactively advise the executive team on emerging innovation, technologies and digital trends that are most relevant to the company goals and evolving needs;
 - Clinical Adviser for Straus Group(mother company) for identifying, developing and funding pre-seed and seed-stage companies;
 - Help determine capital investment parameters, priorities, and risks for enterprise wide IS/HIT initiatives to maximize the return of investment;
 - Reviews contract/agreement and coordinates roll out and deployment;
 - Enhanced collaboration across all divisions in CareOne/CareVirginia/HealthBridge, Partners Pharmacy, Ascend Home/Hospice/Private Concierge, Forever Fit and Total Care;
 - Oversees rehab division: clinical and field operations;
 - Assists facility executive administrators to analyze and manage rehab financials;
 - Oversees specialized clinical programs to ensure quality programs and treatments;
 - Develops Specialized Rehab programs for SNF/SA/LTC/ALF/HHA/Wellness: Developed 1st (in the USA) Rehab Robotics Program in SNF/ALF, contributed to the development of continuous O2 monitoring with pulmonary biofeedback(1st in LTPAC);
 - Developed CareOne's Centralize Case Management program (CCMx for LTPAC);
 - Developed strategies for staff retention and recruiting; created the company's offshore talent acquisition program for RNs and PTs through EB3,EB2, H1B petitions.
- **Vice President for Rehab Operations in NJ and NY (NYC, Five Boroughs and USNY), Encore Rehabilitation;** April 1, 2016 through July 6, 2018;
 - Oversees operational growth of business in NJ and NY
 - Oversees facility's compliance program
 - Operates clinical program analysis and development, improving physician relationship, metrics to meet ACO/Bundle program requirements, impact quality measures, establish niche marketing and provide guidelines to improve patient centered care.
 - Clinical data management for the district
 - Assist in business development for both operations and clients
 - Leads and oversees facility start up in NJ, NY, MA, CT and RI
- **Regional Director for SMRS/Kessler.Core/Select Medical Corporation**
District 40 Region 4(NYC, Up State NY, North and part of Central NJ); June 2010- April 2016
 - Responsible for hiring and training Rehab Directors
 - Assisted in Business Development, Recruiting and Program Development
 - Responsible for data analysis used for clinical program development in collaboration with customers in different settings/multiple states; NJ/NY/RI/MA.
 - Responsible for financial growth and strategic planning.
 - Supervised EHR management and MDM utilization

- Designed and developed the 1st Open space Gym/ Rehab Garden in the state of NJ and created Clinical Manual for WHC's Rehab Gardens. Designed the first progressive pathway in a Rehabilitation Garden located in South Amboy NJ and previous designer/contributor for WHC's planned Rehab Pent house in Scotch Plains NJ. Designed rehab gyms in Multiple states; Central Fl, Tx, PA, NY and NJ.
- **Director of Rehabilitation/Assistant Regional Director Windsor Garden Care Center (Kessler. Core/SMRS Region 4)**
East Orange, NJ; May 2007- June 2010
- **Physical therapist – Acute Care/Acute Rehab/inpatient rehab University Medical Center Princeton**
Princeton, NJ; September 2007 -December 2010
- **Contract Therapist**
Woodcliff Lake, NJ 2006- 2009
The Chateau @Rochelle Park, NJ 2006- 2009
Newport Nursing and Rehab, NJ 2006-2007
Jewish Home, NJ 2006-2007
Oakland Care Center, NJ 2006-2007
Daughters of Israel, NJ 2006-2007
Buckingham at Norwood 2006-2007
- **Physical Therapy Clinical Supervisor/Ophthalmic Surgical Center Administrator: Fatima Medical Center/University- FERC**
Quezon City, Philippines March 2001 – November 2005
- **Emergency Medical Technician night duty Philippine Air Ambulance(1st 911 system in the Philippines)**
Mandaluyong City, Philippines; September 2001- December 2002

Education

Thomas Jefferson University *Telehealth Facilitator*
Philadelphia, PA 19107 August 11 2019
Our Lady of Fatima University *B.S. in Physical Therapy*
Valenzuela City, Philippines April 15, 1999

Licensure

Federation of State Boards of Physical Therapy (FSBPT)

NJ PT licensure examination License [REDACTED]

Philippine Regulations Commission (PRC)

Philippine PT-OT Licensure Exam License [REDACTED]

Skills

Certified Telehealth Facilitator

CRM, ERP/CRM/IT Lifecycle, BI/DW, Interoperability, SaaS based platforms, EMR/EHR dashboard and table management and maintenance (PCC/Casamba/Rehab Optima/MatrixCare/SigmaCare/AOD/ OPIE/ MedFlex)

Proficient in Microsoft applications; MS Azure; Oracle; MDM: IBM MaaS360; Meraki/Cisco; various Lab platforms

SNF/ALF/CCRC/OP/Wellness clinical program development

Designed Rehabilitation Gyms in multiple states (CA, FL, NJ, PA and MA)

Train/educate Rehab Directors in understanding critical rehab sections in MDS 2.0-3.0/PDPM

Certified Driver Rehabilitation Specialist

Clinical Robotics Certified

VRT Certified

ACP Certified (PENS, HVPC, U/S, SWD, OmniVr, OmniStim, OmniVitals,OmniFlow)

Sports Injury Management

Certified EMT (ACLS, IV, Defibrillation)

Top No.3 Phil Air Ambulance Standardization exam

DME and Biomedical procurement: GE, Siemens, Mettler, Zeiss, Chattanooga, Hausman, Matrix, Omron, Welch Allyn, Richmar, SciFit, DJO, Shuttle, ACP, RexBionics, Litegait, Dynatronics, AlterG, HUR.

Certified First Aid provider/Instructor (Phil. National Red Cross – Caloocan Chapter)

Certified BLS/CPR provider/Instructor (Phil. National Red Cross – Caloocan Chapter)

Languages: English, Filipino,Tagalog, Ilonggo

Trainings/Seminars

CHCIO Boot Camp (6/2020)

Certified Quidel Sophia 2 antigen SARS CoV-2(9/2020)

Certified Telehealth Facilitator (8/2019)

NASL Emerging Leaders Class of 2019

Robotic Certified/Competency Level 3 RexBionics (6/2019)

LSVT Certified Clinician (3/2019)

NASL Emerging Leaders Projects (2/2019)

Cervico-thoracic Manipulation (1/2018)

VRT- Vestibular Rehab Certification (3/2017)

Rehab Optima Data Maintenance (4/2015)

DRS – Driver Rehab Specialist (3/2015)

Mass360 MDM training(1/2015)

BPPV Mx- assessment and treatment (3/2014)

SNF Consolidated Billing (CB) (12/2/09)
Casamba Clinical Data/Dashboard/Tables/Contract Maintenance (6/2010)
RUG IV: Identify Changes and Challenges under the Proposed SNF PPS (11/09/09)
NDT Upper extremity (10/15-16/09)
NDT Lower extremity (10/17-18/09)
Communicating with Cognitively Impaired Patients Part II (9/12/09)
Bladder Management (4/10/08)
Fall Prevention in geriatrics (2/14/08)
Contracture Management (12/7/07)
Rehab Wound care Management and Modality utilization (10/11/07)
Director of Rehabilitation Training (10/16-17/07)
Cardiovascular issues with Geriatrics (5/19/07)
Orthopedic and Sports Medicine Seminar (12/16/06)
Senior Strength Training (11/18/06)
Communicating with Cognitively Impaired Patients Part I(11/11/06)
Statutes and regulations Seminar NJSBPT (6/28/06)
Medical & Rehabilitation Updates on Arthritis 12/14/03
Instructor's Training Course (standard First Aid/BLS)
ACLS Training/Phil. Heart Center, 11/12-15/02
Intravenous Therapy Training Program, 10/8-10/02
Philippine Air Ambulance Standardization Program (Top#3) 9/01
Spinal Cord Injury Evaluation & Treatment, 09/22/02
Balance & Mobility Assessment, 09/22/02
Going Beyond Rehabilitation, 08/25/02
Vestibular Rehabilitation & Balance Retraining, 06/23/02
Pediatric & Cardiac Rehabilitation Workshop, 03/10/02
Sports Medicine, 06/01-10/01
Pulmonary Rehabilitation Workshop, 10/28/01
Ergonomics & Rehabilitation, 09/30/01
Parkinson's Disease & Rehabilitation, 09/16/01
Sports Medicine, an Integrated Clinical Approach, 08/19/01
Rheumatology & Rehabilitation, 07/22/01
Program Logic Formulation, 04/5-19/01
Instructor's Training Course (1st Aid/BLS), 03/5-17/01
Updates on Cerebral Palsy, 02/25/2001
Spinal Cord Injury Rehabilitation (Principles & Functional Skills), 01/25/98
The Clinical Approach to documentation and assessment in Physical Therapy 02/02/1997

Recognitions and Awards:

Panelist for Columbia University-CareOne Innovation Challenge 2021
McKnight 2020 Tech and Innovation Gold Award – POE/POC Thermal Scanner
McKnight 2020 Tech and Innovation Silver Award – Rehab Robotics
McKnight 2020 Tech and Innovation Silver- SNF Telepresence Robot

Select Medical-SMRS Awards:

Best Billing/MngA Practice 2010

Best Regional Director 2010

Best Regional Director 2014

Other Awards:

Outstanding Alumnus for BS Physical Therapy 2020, Fatima University, Philippines

Volunteer work:

HIMSS/NASL LTPAC Committee (3/2021)

SARS CoV-2 infection Control for Allied Health-International Webinar (2/2021)

Rehabilitation Clinical Programs for Seniors, Fatima University, Ph(1/2021)

Parkinson's Dse. Community Wellness, East Windsor NJ(7/2020)

Yearly Race against Cancer, Fort Lee NJ (6/2019)

Philippine National Red Cross Volunteer (Caloocan Chapter, Philippines from 1999 to 2005)

Charity work initiatives for different provinces in the Philippines: Donation of school supplies and learning materials for children affected by extreme events (e.g., Typhoon Haiyan ("Yolanda" 2013), Typhoon Phanfone ("Ursula" in 2019; Typhoon Rai ("Odette" in 2021), etc.)

References:

John Derr, R.Ph, FASCP

CIO Golden Living, HHS Advisory Member for LTPAC; [REDACTED]

Remko Van Der Voordt, PT

CEO, The Rehab Department LLC, Division of Traditions; [REDACTED]

Sue Olsen, SLP

President, Select Medical Rehab Services; [REDACTED]

Lizzy Straus

EVP CareOne; [REDACTED]

Cynthia Morton

EVP, National Association for the Support of Long Term care; [REDACTED]

EDUCATION:

Master of Science/Dietetic Internship, 2003

Teachers College, Columbia University - New York, N.Y

- Summa cum laude

Didactic Program in Dietetics, 2001

Montclair State University - Montclair, NJ

Bachelor of Science, Exercise Physiology, 2000

William Paterson University - Wayne, NJ

- Summa cum laude
- ACSM grant award
- Active Member with Dietitians on Demand

EMPLOYMENT:

Clinical Registered Dietitian Consultant, 3/2022-Present

Honor Aging - East Brunswick, NJ

- Provide comprehensive nutrition assessments and medical nutrition therapy for SNF residents
- Provide assistance to SNF facilities that include audits to ensure deficiency free surveys, kitchen sanitation audits, menu planning assistance, staff education, reviewing therapeutic diets including patients at risk for malnutrition, and helping to support residents' quality of life through personal centered care

Clinical Registered Dietitian, 10/2007-Present

Englewood Health – Englewood, N.J.

- Provide medical nutrition therapy to a diverse patient population
- Experience with nutrition support, Critical Care
- Provide outpatient nutrition/enteral nutrition support for high acuity oncology patients
- Participation in several Joint Commission Survey

Adjunct Professor, 9/2016-Present

Montclair State University, Montclair, N.J

- Developed curriculum to meet accreditation standards with the Academy of Nutrition and Dietetics
- Teach courses necessary for students to enter the Didactic Program in Dietetics
- Proficient with several learning platforms including, Canvas, Wiley

Adjunct Professor, 1/2017-Present

William Paterson University, Wayne, N.J

- Developed curriculum for a variety of courses in the Department of Public Health
- Developed and instructed classes for students enrolled in the Department of Physical Therapy
- Proficient with learning platforms Blackboard, Cengage

Clinical Registered Dietitian, 2/2007-10-2007

Mountainside Hospital – Montclair, N.J

- Provided outpatient Nutrition Counseling and inpatient medical nutrition therapy to a diverse patient population

Clinical Registered Dietitian, 2001-2007

The General Hospital Center PBT Regional Medical Center, Passaic, N.J.

- Provided medical nutrition therapy for diverse patient population
- Nutrition counseling for both inpatient and outpatient population
- Experience with nutrition support
- Participation with Joint Commission Inspection 2005 and 2006
- Extensive work with pre-natal population at the Women's Center in Passaic

Active Commission on Dietetics Registration (CDR)



Contact

Phone

[REDACTED]

Email

[REDACTED]

Address

[REDACTED]

Education

Jan 2015 - July 2017
Masters in Business Administration
University of Massachusetts
Isenberg School of Management

July 2011 - June 2012
Geriatrics Fellowship
Eastern Virginia Medical School

July 2008 - June 2011
**Chief Resident
Family Medicine Residency**
University of Alabama - Huntsville

Sep 2003 - Dec 2007
Doctor of Medicine
St James School of Medicine
Bonaire, Netherlands Antilles

June 1999 - May 2003
Bachelor of Pharmacy
North Gujarat University
India

Language

English, Hindi, Gujarati

Associations

AGS, AAFP, APL, NPA, AMA,
ASA, API.

Ankur Patel MD, MBA, FAAFP

Geriatrician & Healthcare Executive

I am a Senior Health care executive, a double board-certified in Geriatric and Family Medicine, a Pharmacist, an entrepreneur, a best-selling Author, a Speaker, and a Podcast Host. I have more than twelve years of experience caring for the elderly in multiple settings, including acute care, post-acute care, nursing home, in-home care, and the Program of All-inclusive Care for the Elderly (PACE). My expertise lies in caring for culturally and ethnically diverse aging adults with innovative approaches and overcoming social determinants of health (SDOH) barriers to advancing quality of life, decreasing the cost of care, increasing revenue, and improving efficiencies. My Mantra: "To care for our older adults as I will care for my loved ones."

Professional Experience

Jan 2022 - Present

Podcast Host - Keep Up With PACE

This podcast is dedicated to the PACE model of care to increase PACE awareness. I speak with the industry's leading experts, explore strategies to grow PACE, and discuss best practices and trends. PACE is one of the best models of care for frail older adults with chronic diseases that address social determinants of health in a culturally diverse population.

Sep 2021 - Present

Author - Age is Just a Number: A Geriatrician Secrets for Getting the Most Out of Life

Inspired by my late grandmother and my experience in Geriatrics, I wrote this book filled with helpful information, tips, and advice on how to live your best life and age successfully. All the proceeds from each book sold will go to senior charities involved with SDOH.

April 2020 - Present

Chief Medical Officer - Tabula Rasa Healthcare

If the adverse drug reaction (ADE) is a disease, it will be the 4th leading cause of death. It causes approximately 1.3 million emergency department visits, 350,000 hospital admissions, and 106,000 deaths. Adverse drug event is a serious public health issue, and two-thirds of ADEs are preventable. I work nationwide with Medicaid, Medicare Advantage, and dually eligible patients and organizations to reduce ADEs and improve their quality matrix.

April 2020 - Present

Chief Medical Officer - Thais Health

I introduced Remote patient monitoring (RPM) in rural parts of New Jersey to improve connectivity, access, and quality matrix for common chronic conditions such as Diabetes, Hypertension, CHF, and COPD. Grew the company from the start to 1500 patients. During COVID, I introduced a unique RPM program, which monitored the patients post-discharge from Hospital and ER. This program reduced hospital admissions and ER visits and helped the hospital to keep beds available for sicker COVID patients.

Jan 2016 - April 2020

Medical Director - Inspira Health Population Health/LIFE/Innovations

In this role, I was given six months to turn around the underperforming PACE program, and failure would result in the program closing. The team not only turned it around, but we thrived, allowing the PACE program to expand and open a new center. I was accountable for 30,000 lives in Rural Southern New Jersey, where I focused on innovative approaches to improve access to healthcare, connectivity, food insecurity, and other SDOH.

July 2012 - Dec 2015

Medical Director - Riverside Health System

We created the concept of how to care for our older adults in the hospital before the Age-Friendly Health system became a concept. We focused on Goals of care, Mobility, Polypharmacy, Cognition, Falls, readmissions, and "more PRE-HAB and less Rehab."

CURRICULUM VITAE


PERSONAL INFORMATION

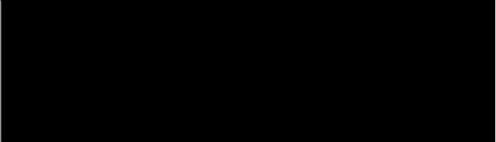
Name in full: Antony Fernandez

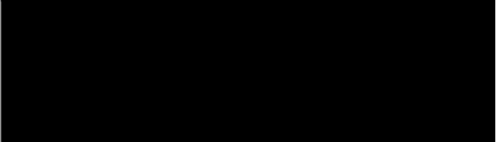
Title: President,
Psychiatric Associates of Central Virginia, P.C.
(Forensic Psychiatry, Addiction Medicine and IMEs)

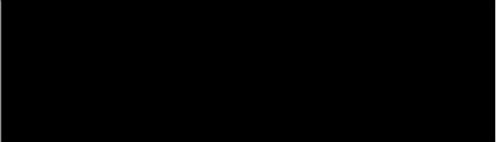
Professor of Psychiatry and Neurology (Ret.)
Virginia Commonwealth University School of Medicine
Richmond, VA 23298-0710

Attending Psychiatrist and Sleep Physician (Ret.)
McGuire Veterans Affairs Medical Center
1201 Broad Rock Blvd. (116A)
Richmond, VA 23249

Office address: 

Phone: 

Fax: 

Email: 

MILITARY SERVICE RECORD

Jan 2018 – present Command Psychiatrist and Medical Review Officer
Rank: Colonel
US Army Reserve
807th MCDS
Bldg. 106, Stephen A. Douglas AFRC
Salt Lake City, UT 84113

Feb 2021 – June 2021 Deployment: Operation Spartan Shield
Combat Support Hospital
Camp Buehring, Kuwait

Jan 2011 – Jan 2018 Division Surgeon and Medical Review Officer
Rank: Lieutenant Colonel
US Army Reserve
94th Training Division (Force Sustainment)
GEN Leonard T. Gerow U.S. Army Reserve Center
2501 Mahone Avenue, Building P-12402
Fort Lee, Virginia 23801

May 2014 – Sept 2014 Deployment: Operation Enduring Freedom
Combat Support Hospital
Camp Buehring, Kuwait

AREAS OF EXPERTISE

Forensic Psychiatry, Geriatric Psychiatry, Addiction Medicine, and Sleep Medicine

EDUCATION

POSTGRADUATE TRAINING

03/2000 Visiting Fellowship in ECT
Department of Psychiatry and Behavioral Sciences
Duke University Medical Center, Durham NC

7/1996 – 6/1997 Geriatric Psychiatry Fellowship
Department of Psychiatry,
UVA School of Medicine
Charlottesville, VA

7/1995 – 6/1996 Senior Supervisory Resident in Psychiatry
Medical College of Virginia/ Virginia Commonwealth
University, Richmond, VA

7/1994 – 6/1995 Internship in Psychiatry
Medical College of Virginia/ Virginia Commonwealth
University, Richmond, VA

8/1990 – 5/1994 ACGME approved residency training
North Wales Rotational Training Scheme in Psychiatry
University of Wales College of Medicine, Denbigh,
Clwyd, United Kingdom

GRADUATE

5/1987 – 3/1989 MD Psychiatry
Madras Medical College and Institute of Mental Health
Madras University, India

9/1984 -8/1986 Diploma in Psychological Medicine
National Institute of Mental Health and
Neuro-Sciences, Bangalore University,
Bangalore, India

8/1977- 3/1984 MBBS
Kilpauk Medical College
University of Madras, India

UNDERGRADUATE

6/1976 – 6/1977

Pre University Course
Loyola University, Madras, India
(Honors in Biology, Physics and Chemistry)

LICENSURE

State Board of Medicine, Virginia

License No:
DEA Registration:
Buprenorphine:



CERTIFICATION

American Board of Psychiatry and Neurology

01/2014

Sleep Medicine

05/1997

Psychiatry, recertified 2007, 2017

04/1998

Geriatric Psychiatry, recertified 2008, 2017

04/2005

Forensic Psychiatry, recertified 2015

06/2005

Psychosomatic Medicine, recertified 2014

American Board of Addiction Medicine

11/2002

Addiction Medicine, recertified 2012

State Board of Medicine, Commonwealth of Pennsylvania

12/1993

FLEX, indefinite

Educational Council for Foreign Medical Graduates, Philadelphia, PA

12/1993

ECFMG certification, permanent

Royal College of Psychiatrists, London, UK

07/1993

MRCPsych, indefinite

Institute of Mental Health, University of Madras

05/1989

MD in Psychiatry, indefinite

NIMHANS, Bangalore University

08/1986

Diploma in Psychological Medicine, indefinite

HOSPITAL APPOINTMENTS

08/1999 – 12/2021

McGuire Veterans Affairs Medical Center
1201 Broad Rock Blvd. (116A)
Richmond, VA 23249

ACADEMIC APPOINTMENTS HISTORY

01/2022 – present

Clinical Professor of Psychiatry

	Department of Psychiatry Virginia Commonwealth University School of Medicine Richmond, VA
12/2014 – 12/2021	Professor of Neurology Department of Neurology Virginia Commonwealth University School of Medicine Richmond, VA
07/2009 – 12/2021	Professor of Psychiatry Department of Psychiatry Virginia Commonwealth University School of Medicine Richmond, VA
11/2012 – 03/2014	Director Psychosomatic Medicine Fellowship McGuire Veterans Affairs Medical Center Virginia Commonwealth University School of Medicine Richmond, VA
07/2008 – 06/2009	Director Geriatric Psychiatry Fellowship Program Virginia Commonwealth University School of Medicine Richmond, VA
07/2004 – 07/2009	Associate Professor of Psychiatry (collateral track) Virginia Commonwealth University School of Medicine Richmond, VA
08/1999 – 07/2004	Assistant Professor of Psychiatry (collateral track) Virginia Commonwealth University School of Medicine Richmond, VA
07/1997 – 06/1998	Assistant Professor of Psychiatry (collateral track) Ambulatory Care Division Virginia Commonwealth University School of Medicine Richmond, VA

EMPLOYMENT HISTORY INCLUDING SIGNIFICANT WORK EXPERIENCE
LOCUM INPATIENT

06/20/2022 – 10/11/2022 Lewis Gale Hospital
Senior Transition Unit (alternate weeks)
Alleghany, VA

INPATIENT

08/1999 – 12/2021 Attending Psychiatrist
McGuire VAMC, Richmond, VA, 23249

02/2021-06/2021	Combat Support Hospital United States Army Camp Arifjan/ Camp Buehring, Kuwait
05/2014 - 09/2014	Combat Support Hospital United States Army Camp Arifjan/ Camp Buehring, Kuwait
07/1998 - 08/1999	Central State Hospital Petersburg, VA 23803
07/1997 – 06/1998	VCU School of Medicine Richmond, VA 23298
7/1998 – 7/1999	Staff Psychiatrist Maximum Security Forensic Units Central State Hospital, Petersburg, VA, 23803 40 hours/week
1991 – 1994	Registrar in Psychiatry North Wales Rotational Training Scheme in Psychiatry, University of Wales College of Medicine, Denbigh, Clwyd, UK
1986 – 1987	Senior Resident in Psychiatry Jawaharlal Institute of Postgraduate Medical Education and Research, Pondy, 605006
OUTPATIENT	
08/1999 – 12/2021	Attending Psychiatrist McGuire VAMC, Richmond, VA, 23249
04/2014 – 12/2021	Director, Behavioral Sleep Medicine
11/2012 – 03/2014	Director, Consultation-Liaison Psychiatry
11/2009 – 07/2012	Director, Substance Abuse Treatment Program
07/2008 – 11/2009	Director, Sleep Disorders Clinic & Laboratory
04/2007 – 12/2008	Interim Chief, Mental Health Service Line
12/2004 – 06/2008	Director, Mental Health Clinics & PTSD Program
09/2004 – 11/2004	Director, PTSD Program
08/1999 – 08/2004	Assistant Director, SATP
02/2021-06/2021	Troop Medical Clinic United States Army Camp Arifjan/ Camp Buehring, Kuwait

05/2014-09/2014 Troop Medical Clinic
United States Army
Camp Arifjan/ Camp Buehring, Kuwait

7/1997 – 6/1998 Staff Psychiatrist
Richmond Behavioral Health Authority
Ambulatory Division, Department of Psychiatry,
VCU School of Medicine, VA 23298-0710

PRIVATE PRACTICE

11/1998 – Present President, Psychiatric Assoc. of Central VA P.C.
Pvt. Practice of Forensic Psychiatry & Addiction Med
Independent Medical Examiner
FAA HIMS Consultant
Locum Tenens

SPECIAL AWARDS AND HONORS

Awards

2023 George Tarjan Award, American Psychiatric Association
2021 Army Commendation Medal
2014 Army Commendation Medal
2011 APA Irma Bland Award for teaching residents
2010 APA Nancy Roeske Award for teaching medical students
2009 Exemplary Service & Dedication Award, VAMC
2008 Certificate of Appreciation, VCU Psych Residency Adm Comm
2008 Special Contribution Award, VAMC
2008 Pacesetter Award - Depression Screening, VISN 6
2008 Pacesetter Award - Tobacco Counseling, VISN 6
2007 Exceptional Performance Award, VAMC
2007 Certificate of Appreciation, VCU Psych Residency Adm Comm
2006 Certificate of Appreciation, Qual Management Service, VAMC
2006 Certificate of Appreciation, VCU Psych Residency Adm Comm
2005 Director's Performance Cash Award, VAMC
2004 Certificate of Appreciation, VAMC
1996 Pfizer Psychiatry Resident APA award

Other honors

2007 - 2009 Chair, Pan Amer Div. of the Royal College of Psychiatrists
2007 - 2008 Editor, IMG Newsletter of the APA
2004 -2009 Editor, FORUM a biannual Newsletter of the IAPA
2003 - Who's Who in America
2002 - Who's Who in Science and Engineering
2001 - Who's Who in Medicine and Healthcare

Attachment #2: Client and Business References



Business References as per Section 3.7.3

Physician References:

1) Dr. Ritu Suri and Associates
Englewood, NJ
Dr. Ritu Suri Cell: [REDACTED]

2) Changebridge Medical Associates PA
Medical Director Partners in Care ACO
Montville, NJ
Dr. Arnold Pallay Cell: [REDACTED]

3) Dr. Jumana Chalabi
Westwood, NJ
Dr. Jumana Chalabi Cell: [REDACTED]

4) Dr. Joseph Sobelman
Neurologist
Livingston, NJ
Cell: [REDACTED]

5) Dr. Amit Malhotra
Chief Medical Officer Clover Health Plans of NJ
Cell: [REDACTED]

6) Dr. Hammad Rizvi
Senior Vice President of TeamHealth
Cell: [REDACTED]

7) Dr. Ankur Patel

Geriatrician

Cell: [REDACTED]

8) Dr. Anthony Fernandez

Geriatric Psychiatrist

Cell: [REDACTED]

9) Anthony Spero

COO Caring People (former CEO of CareOne)

Cell: [REDACTED]

10) Dr. Neha Shah

Primary Care Physician

Cell: [REDACTED]

11) Danielle Salazar

Assistant Director, Post-Acute Network RWJ Barnabas Health

Cell: [REDACTED]

12) Sheri Marino

Executive Director at JFK University Medical Center Foundation

Cell: [REDACTED]



Client References as Requested in Section 3.7.3

- 1) Jason Hutchens
Former Vice President of Operation at Spring Hills
Cell: [REDACTED]

 - 2) Monica Wallace
Former Chief Nursing Officer at Spring Hills
Cell: [REDACTED]

 - 3) Daniel Bruckstein
Owner of Continuum Healthcare
Cell: [REDACTED]

 - 4) Cheryl Dorn
COO of Continuum Healthcare
Cell: [REDACTED]
-

Attachment #3: Work flow spreadsheet

Vineland Mandatory Consulting Tasks

Responsible Person

Reporting Category	Responsible Person
<p>Immediate Reporting</p> <p>Review all rules, regulations, terms, and conditions of the U.S. Department of Veterans Affairs (VA), the Centers for Medicare and Medicaid Services (CMS) and the New Jersey Department of Health (NJDOH), plus any executive orders, directives, or laws pertaining to long-term care and perform any additional review as required by The DMAVA Director of Veterans Health Care Services for this facility.</p>	<p>Administrator Consultant, DON Consultant & Honor Aging leadership team</p>
<p>Weekly Reporting</p> <p>Observe resident care and documentation of resident care by facility staff, provide weekly written reports and recommendations for improvements to the DMAVA Commissioner.</p> <p>Participate in meetings or conference calls as scheduled by DMAVA senior leadership to monitor progress and recommendations for improvement.</p>	<p>Consulting DON</p> <p>Administrator Consultant, DON Consultant & Honor Aging leadership team</p>
<p>Monthly Reporting</p> <p>Conduct ongoing assessments of current facility clinical staff performance and skills and submit written, monthly reports to the DMAVA Commissioner.</p> <p>Provide monthly status reports to the DMAVA Commissioner for clinical leadership progress and challenges.</p>	<p>Administrator Consultant, DON Consultant & Honor Aging leadership team</p> <p>Consulting DON</p>
<p>60 Day Reporting</p> <p>Provide an in-depth, written executive summary of structural and functional analysis of facility systems and organizational design and operational effectiveness within sixty (60) days of facility start date and submit to the Commissioner of DMAVA.</p>	<p>Administrator Consultant, DON Consultant & Honor Aging leadership team</p>
<p>90 Day Reporting</p> <p>Conduct interviews with key facility staff, DMAVA leadership, DMAVA Employee Relations staff, and union leadership. Develop recommendations based on the interviews and provide written reports to the DMAVA Commissioner within 90 days after facility start date.</p> <p>Provide written recommendations to the DMAVA Commissioner, within 90 days, for the improvement of facility supervisory staff managerial skills.</p> <p>Submit to the DMAVA Commissioner a written assessment of clinical leadership performance and skills no later than ninety (90) days after the interim LNHA and long-term care consultative management team is on boarded.</p> <p>Provide updated language for each position's Performance Assessment Review (PAR) by May 31, 2023. The PAR language shall be based on the Civil Service and functional job descriptions.</p>	<p>Administrator Consultant, DON Consultant & Honor Aging leadership team & Honor Aging Consultants/Advisory Laurie Loughney</p> <p>Administrator Consultant, DON Consultant & Honor Aging leadership team & Honor Aging Consultants/Advisory Laurie Loughney</p> <p>Consulting DON, Honor Aging leadership team</p> <p>Administrator Consultant, DON Consultant & Honor Aging leadership team & Honor Aging Consultants/Advisory Laurie Loughney</p>
<p>120 Day Reporting</p> <p>Create and submit to the DMAVA Commissioner, within 120 days after facility start date, functional job descriptions for all clinical staff ensuring compliance with VA/CMS/NJDOH regulations/standards as well as those aspects incorporated into the executive orders, directives, and laws. Note: functional job descriptions provide specific guidance and instructions to DMAVA facility staff, outlining duties at the facility. These differ from published State of New Jersey Job Descriptions on the Civil Service website. The functional job descriptions should align with the Civil Service job descriptions and shall include facility specific requirements.</p>	<p>Administrator Consultant, DON Consultant & Honor Aging leadership team & Honor Aging Consultants/Advisory Laurie Loughney</p>
<p>180 Day Reporting</p> <p>Review relevant facility documentation, including policies/procedures (particularly infection control and prevention), and organizational charts and provide written recommendations for updates and improvements, within 180 days after facility start date, to the DMAVA Commissioner.</p> <p>Observe facility staff for compliance with the above and provide written recommendations to the DMAVA Commissioner within 180 days after facility start date.</p> <p>Conduct focus groups with facility staff, residents, families, practitioners, and community providers and provide written reports and recommendations to the DMAVA Commissioner within 180 days after facility start date.</p> <p>Conduct a comparative review of other national public and private sector long term care operations to assess advantages and challenges and provide written recommendations to the DMAVA Commissioner within 180 days after contract award.</p> <p>Establish a written professional development and mentorship program for all clinical staff at the facility and submit to the Commissioner of DMAVA within 180 days after facility start date.</p> <p>Provide a written report, within 180 days after facility start date, on recommendations for changes to facility clinical staff.</p> <p>Provide written recommendations for revised clinical policies and procedures to the DMAVA Commissioner within 180 days after facility start date.</p>	<p>Consulting DON and Honor Aging leadership team</p> <p>Administrator Consultant, DON Consultant & Honor Aging leadership team</p> <p>Administrator Consultant, Honor Aging leadership team, and Jason Hutchens</p> <p>Honor Aging leadership team</p> <p>Administrator Consultant, DON Consultant, Honor Aging leadership team and Honor Aging Consultants as needed</p> <p>Administrator Consultant, DON Consultant & Honor Aging leadership team</p> <p>Administrator Consultant, DON Consultant, Honor Aging leadership team and Honor Aging Consultants as needed</p>
<p>10 Month Report</p> <p>Ten (10) months after the facility start date, provide a written Executive Summary of Findings to the Commissioner outlining recommendations and measures implemented at the facility, along with outcomes resulting from the implemented changes; also, as part of this executive summary, provide recommendations for future improvements at the facility.</p>	<p>Administrator Consultant, DON Consultant & Honor Aging leadership team & Honor Aging Consultants/Advisory Laurie Loughney</p>

Menlo Park Mandatory Consulting Tasks

Responsible Person

Immediate Reporting	
Review all rules, regulations, terms, and conditions of the U.S. Department of Veterans Affairs (VA), the Centers for Medicare and Medicaid Services (CMS) and the New Jersey Department of Health (NJDOH), plus any executive orders, directives, or laws pertaining to long-term care and perform any additional review as required by The DMAVA Director of Veterans Health Care Services for this facility.	Administrator Consultant, DON Consultant & Honor Aging leadership team
Weekly Reporting	
Observe resident care and documentation of resident care by facility staff, provide weekly written reports and recommendations for improvements to the DMAVA Commissioner.	Consulting DON
Participate in meetings or conference calls as scheduled by DMAVA senior leadership to monitor progress and recommendations for improvement.	Administrator Consultant, DON Consultant & Honor Aging leadership team
Monthly Reporting	
Conduct ongoing assessments of current facility clinical staff performance and skills and submit written, monthly reports to the DMAVA Commissioner.	Administrator Consultant, DON Consultant & Honor Aging leadership team
Provide monthly status reports to the DMAVA Commissioner for clinical leadership progress and challenges.	Consulting DON
Provide monthly, written responses to all Mission Critical Team (NJDOH) outreach, recommendations and correspondence, with a copy to the DMAVA Commissioner.	Administrator Consultant, DON Consultant & Honor Aging leadership team
60 Day Reporting	
Provide an in-depth, written executive summary of structural and functional analysis of facility systems and organizational design and operational effectiveness within sixty (60) days of facility start date and submit to the Commissioner of DMAVA.	Administrator Consultant, DON Consultant & Honor Aging leadership team
90 Day Reporting	
Conduct interviews with key facility staff, DMAVA leadership, DMAVA Employee Relations staff, and union leadership. Develop recommendations based on the interviews and provide written reports to the DMAVA Commissioner within 90 days after facility start date.	Administrator Consultant, DON Consultant & Honor Aging leadership team & Honor Aging Consultants/Advisory Laurie Loughney
Provide written recommendations to the DMAVA Commissioner, within 90 days, for the improvement of facility supervisory staff managerial skills.	Consulting Administrator and Consulting DON
Submit to the DMAVA Commissioner a written assessment of clinical leadership performance and skills no later than ninety (90) days after the interim LNHA and long-term care consultative management team is on boarded.	Consulting DON, Honor Aging leadership team
Provide updated language for each position's Performance Assessment Review (PAR) by May 31, 2023. The PAR language shall be based on the Civil Service and functional job descriptions.	Administrator Consultant, DON Consultant & Honor Aging leadership team & Honor Aging Consultants/Advisory Laurie Loughney
Within 90 days work to place suitable administrative/advisory staff as listed below: 1) 2 - Assistant Director of Nursing (ADON) 2) 2 - Infection Control Nurse 3) 1 - Quality Assurance Nurse 4) 1 - Nurse Educator 5) 1 - Employee Health Nurse	Administrator Consultant, DON Consultant & Honor Aging leadership team
120 Day Reporting	
Create and submit to the DMAVA Commissioner, within 120 days after facility start date, functional job descriptions for all clinical staff ensuring compliance with VA/CMS/NJDOH regulations/standards as well as those aspects incorporated into the executive orders, directives, and laws. Note: functional job descriptions provide specific guidance and instructions to DMAVA facility staff, outlining duties at the facility. These differ from published State of New Jersey Job Descriptions on the Civil Service website. The functional job descriptions should align with the Civil Service job descriptions and shall include facility specific requirements.	Administrator Consultant, DON Consultant & Honor Aging leadership team & Honor Aging Consultants/Advisory Laurie Loughney
180 Day Reporting	
Review relevant facility documentation, including policies/procedures (particularly infection control and prevention), and organizational charts and provide written recommendations for updates and improvements, within 180 days after facility start date, to the DMAVA Commissioner.	Consulting DON and Honor Aging leadership team
Observe facility staff for compliance with the above and provide written recommendations to the DMAVA Commissioner within 180 days after facility start date.	Administrator Consultant, DON Consultant & Honor Aging leadership team
Conduct focus groups with facility staff, residents, families, practitioners, and community providers and provide written reports and recommendations to the DMAVA Commissioner within 180 days after facility start date.	Administrator Consultant, Honor Aging leadership team, and Jason Hutchens
Conduct a comparative review of other national public and private sector long term care operations to assess advantages and challenges and provide written recommendations to the DMAVA Commissioner within 180 days after contract award.	Honor Aging leadership team
Establish a written professional development and mentorship program for all clinical staff at the facility and submit to the Commissioner of DMAVA within 180 days after facility start date.	Consulting DON and Honor Aging leadership team
Provide a written report, within 180 days after facility start date, on recommendations for changes to facility clinical staff.	Administrator Consultant, DON Consultant & Honor Aging leadership team
Provide written recommendations for revised clinical policies and procedures to the DMAVA Commissioner within 180 days after facility start date.	Administrator Consultant, DON Consultant, Honor Aging leadership team and Honor Aging Consultants as needed
10 Month Report	
Ten (10) months after the facility start date, provide a written Executive Summary of Findings to the Commissioner outlining recommendations and measures implemented at the facility, along with outcomes resulting from the implemented changes; also, as part of this executive summary, provide recommendations for future improvements at the facility.	Administrator Consultant, DON Consultant & Honor Aging leadership team & Honor Aging Consultants/Advisory Laurie Loughney

Paramus Mandatory Consulting Tasks

Immediate Reporting

Review all rules, regulations, terms, and conditions of the U.S. Department of Veterans Affairs (VA), the Centers for Medicare and Medicaid Services (CMS) and the New Jersey Department of Health (NJDOH), plus any executive orders, directives, or laws pertaining to long-term care and perform any additional review as required by The DMAVA Director of Veterans Health Care Services for this facility.

Weekly Reporting

Observe resident care and documentation of resident care by facility staff, provide weekly written reports and recommendations for improvements to the DMAVA Commissioner.

Participate in meetings or conference calls as scheduled by DMAVA senior leadership to monitor progress and recommendations for improvement.

Monthly Reporting

Conduct ongoing assessments of current facility clinical staff performance and skills and submit written, monthly reports to the DMAVA Commissioner.

Provide monthly status reports to the DMAVA Commissioner for clinical leadership progress and challenges.

60 Day Reporting

Provide an in-depth, written executive summary of structural and functional analysis of facility systems and organizational design and operational effectiveness within sixty (60) days of facility start date and submit to the Commissioner of DMAVA.

90 Day Reporting

Conduct interviews with key facility staff, DMAVA leadership, DMAVA Employee Relations staff, and union leadership. Develop recommendations based on the interviews and provide written reports to the DMAVA Commissioner within 90 days after facility start date.

Provide written recommendations to the DMAVA Commissioner, within 90 days, for the improvement of facility supervisory staff managerial skills.

Submit to the DMAVA Commissioner a written assessment of clinical leadership performance and skills no later than ninety (90) days after the interim LNHA and long-term care consultative management team is on boarded.

Provide updated language for each position's Performance Assessment Review (PAR) by May 31, 2023. The PAR language shall be based on the Civil Service and functional job descriptions.

120 Day Reporting

Create and submit to the DMAVA Commissioner, within 120 days after facility start date, functional job descriptions for all clinical staff ensuring compliance with VA/CMS/NJDOH regulations/standards as well as those aspects incorporated into the executive orders, directives, and laws. Note: functional job descriptions provide specific guidance and instructions to DMAVA facility staff, outlining duties at the facility. These differ from published State of New Jersey Job Descriptions on the Civil Service website. The functional job descriptions should align with the Civil Service job descriptions and shall include facility specific requirements.

180 Day Reporting

Review relevant facility documentation, including policies/procedures (particularly infection control and prevention), and organizational charts and provide written recommendations for updates and improvements, within 180 days after facility start date, to the DMAVA Commissioner.

Observe facility staff for compliance with the above and provide written recommendations to the DMAVA Commissioner within 180 days after facility start date.

Conduct focus groups with facility staff, residents, families, practitioners, and community providers and provide written reports and recommendations to the DMAVA Commissioner within 180 days after facility start date.

Conduct a comparative review of other national public and private sector long term care operations to assess advantages and challenges and provide written recommendations to the DMAVA Commissioner within 180 days after contract award.

Establish a written professional development and mentorship program for all clinical staff at the facility and submit to the Commissioner of DMAVA within 180 days after facility start date.

Provide a written report, within 180 days after facility start date, on recommendations for changes to facility clinical staff.

Provide written recommendations for revised clinical policies and procedures to the DMAVA Commissioner within 180 days after facility start date.

10 Month Report

Ten (10) months after the facility start date, provide a written Executive Summary of Findings to the Commissioner outlining recommendations and measures implemented at the facility, along with outcomes resulting from the implemented changes; also, as part of this executive summary, provide recommendations for future improvements at the facility.

Attachment #4 Interim Quality Partners DBA as Honor Aging certificate



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: INTERIM QUALITY PARTNERS LLC

Trade Name:

Address: 9 BLACK WALNUT WAY
MARLBORO, NJ 07746

Certificate Number: 2696415

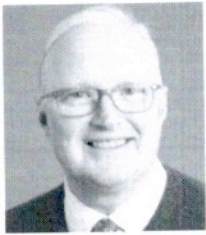
Effective Date: February 22, 2022

Date of Issuance: December 12, 2022

For Office Use Only:

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Attachment #5: Timothy Hodges Published articles



How Nurses Can Receive More Business Training & Education

By Timothy Hodges

There are far too few nurses running health care companies. That doesn't mean that current CEO's of health care organizations aren't doing a good job or are not competent, but I wonder how much better health care organizations could be, especially organizations such as hospitals, managed care plans, and other health care providers, with more nurses at the helm.

Sure, nurse executives exist at these organizations in key roles, i.e. nurse managers, nurse directors, nursing vice presidents, chief nursing officers, etc., but relatively

few are CEO's? Any healthcare organization would benefit greatly from the powerful combination of clinical, operational and financial expertise combined with the well-developed leadership ability of a nurse.

Still, health care organizations and nurses themselves can do a lot more than they are doing currently to develop

their financial and business skill set. Luckily, many higher learning institutions offer outstanding 4 year and master level programs in clinical administration and health care economics. Not everyone can pursue these programs, but whether they can or not, there are many other ways nurses and health care organizations can develop nurses knowledge of the economics of healthcare.

I have put together several suggestions for nurses interested in developing their business and healthcare economic skills below:

- Volunteer for a project or business-related task force – Every healthcare organization has committees and task forces to address ongoing operational and business

challenges. These groups consider new products, explore ways to increase efficiencies, quality assurance, etc., and serve as great opportunities to get exposed to other perspectives, new information and how the financial perspective impacts your position, department and organization overall.

- Ask to be included in financially oriented meetings – If you are a staff nurse, ask your manager if there are financial reviews in your department, or business metrics that you should be aware of. Find out if there are regularly scheduled meetings or discussions regarding financial and business-related aspects of your job/department and if you can sit in on them. Express your desire upfront that you want to grow and develop in this area.

- Read health care economic literature and articles – There are many resources that exist today to better educate nurses on health care finance and economics. There is so much info out there that you need to fine tune exactly what information you are seeking out for it to be meaningful. Publications like Nurse Executive and Becker's Hospital Review and organizations such as the American Nurses Association are a good place to start your research. Sign up for updates, download white papers, read articles and attend webinars that have a business and finance focus so that you can learn from experts. As a bonus, many of these publications and resources offer high quality clinical information and instruction as well that you will no doubt find interesting and meaningful.

- Learn about business is through reading quarterly earnings reports from publicly traded companies – In healthcare, giants like Johnson and Johnson, United Healthcare, Merck, etc. publish the transcripts from their quarterly earnings conference calls. Although the amount of information can be overwhelming, these summaries provide great insight into healthcare businesses, economics and good color on the macro economic state of the U.S. and the view of healthcare from large,

Whether your ambition is CEO or not, you have an opportunity to use your clinical and business knowledge to provide an improved experience and clinical outcome to the patients that you serve.

successful organizations. These transcripts may also introduce you to new terminology and management insights that will undoubtedly benefit you for years to come.

- Follow government and regulatory updates impacting commercial insurance, Medicare reimbursement, healthcare policy changes and FDA news – Most healthcare policy and funding decisions that impact a majority of Americans can be learned about on Medicare.gov. Visit this website to learn about new policies and reimbursement changes/revisions that will impact all aspects of healthcare. This will give you as a nurse a broader perspective on the funding landscape that impacts a large percentage of healthcare organizations. Medicare.gov also provides information related to billing codes and financial updates for healthcare practitioners and healthcare institutions. Another way to stay ahead of the curve is to review minutes of Med Pac meetings (the entity which recommends Medicare policy) – you will get a good idea of how regulators are viewing the hot spots in Medicare reimbursement and funding. Generally Med Pac recommendations turn into law. Another great resource is the American Hospital Association, they provide excellent business and clinical information for nurses who work in the acute care hospital environment, and the American Health Care Association offers the same for nurse professionals serving the post-acute and senior living industry.
- Understand the economics of your department and service line: As stated before, you can attempt to attend financially and business-oriented meetings at your organization, but you can also start learning immediately in your own department. Start questioning things like the cost of supplies, reimbursement, supply chain, how cost in your department is calculated, business metrics your employer worries about specific to your department, etc. You might be surprised at some of the areas your finance and administration look at that you may have taken for granted. As a next step, seek out ways to contribute to the efficiency of your department that positively impact quality and the bottom line and do not be shy about offering suggestions to your manager and administration/senior managers on ways to improve.
- Seek out online CEU's for nursing that combine clinical and business info to sharpen your skills – Topics such as managing labor dollars, benefits, expenses, reimbursement, managed care, care management, EHR's, coding, documentation, etc. can provide a great overview of the business of

healthcare that impact all health care providers.

- Find good mentors – Whether at your current employer or within your social and business network, try to seek out nurses who have moved into nursing management or executive roles and connect with them to help mentor you. This can be a monthly phone call, recurring meetings for coffee or even a more formalized mentorship program that could include working for them. You can seek out these opportunities and people on social media networks, associations and through your colleagues in the industry.
- Take a course on healthcare economics or business to broaden your knowledge, either online or at an accredited four year or community college – Many colleges now offer certificates in areas of healthcare specialization or you can take a general intro to health care administration/economics course. Check with your employer about tuition reimbursement opportunities to minimize the expense. Starting with one class can also give you a sense of your enjoyment level with the subject matter. At the very least the course will introduce you to new learning opportunities that can only help you grow.

Always remember that your advantage as a nurse in business is that you understand healthcare. Every successful healthcare organization at its core puts the patient front and center. Enhancing your business skills is not at the expense of your clinical knowledge, it can only enhance your total understanding of healthcare. In today's world, all clinicians need to have an expanded scope of knowledge in business and leadership in addition to their clinical knowledge. The economics of healthcare impact everyone.

As a nurse, whether your ambition is CEO or not, you have an opportunity to use your clinical and business knowledge to provide an improved experience and clinical outcome to the patients that you serve. If your ambition is to move into an executive or CEO position, your sensibility, experience and skills as a nurse can only enhance the success of organization that you work for, and most importantly, the patients you serve. 🍷

Tim Hodges has worked in the healthcare industry for over 30 years. Specializing in senior housing and post-acute care, he has worked as a senior executive in some of the country's largest senior care organizations overseeing operations, clinical and marketing. He currently serves as a strategic advisor and a freelance writer focusing on the elder care healthcare sector. His first position in healthcare was as a department head in a nursing home, and he credits those years and experiences for setting the foundation for a career in serving our aging population with dignity and high standards of care.

Leading Long Term Care Teams with Post Covid Trauma

By Timothy Hodges and Judith Parnes

As the healthcare ecosphere continues to navigate uncharted water daily caused by the Coronavirus pandemic, it is a good time to think about the future and how you as a manager, supervisor, director, leader, etc. nurture and lead your team out of crisis.

The purpose of this article is to assist anyone in healthcare who has responsibility for direct reports get your team and your organization back on track as we emerge from this unprecedented moment in time in healthcare. This article is intended for both clinical and non-clinical leaders.

To assist with the guidance and recommendations in this article, I have teamed up with Judith Parnes, MSW, who specializes in counseling and providing support to professionals, patients and families in the healthcare arena. Together we hope to highlight probable issues you are thinking about, or should be thinking about, and how to tackle them with your team as you navigate your institution's way back to some sense of normalcy.

The common theme that will be addressed in this article is overcoming trauma. Trauma can manifest itself in many forms, from very subtle to extreme trauma. Everything on the trauma spectrum is important to address and as a leader, it is important to understand your role in this process.

Let us start by outlining the common issues all healthcare employees have and/or are experiencing as a result of the COVID-19's impact on your organization:

- Surge in patient volume/workload
 - Employee Anger and Anxiety
 - Employee fear of getting sick (past and present)
 - Employee concern for coworkers, patients, and patient's families
 - Employee grief over the above average loss of life
 - Employee pressure of working longer hours, working short
 - Employee pressure of increased demands at home (children home from school, possible other family members laid off or not working, increased home expenses for food, supplies, family members sick with COVID-19, etc.)
 - A general fear of the pandemic never ending or not curtailing – what does the future hold?
-

The common thread that all of these issues present is an exponentially higher level of stress for both you and your team. If left unchecked or unaddressed, the consequences to your team and institution can result in several negative scenarios, including subpar clinical outcomes, decreased employee morale, higher turnover, increased expenses and lower productivity.

The issues identified above can be broken down into three distinct groups, and we will provide guidance and suggestions on how as a leader you can begin to address each area and begin the process of recovery and healing in your institution and/or department:

The three core areas of employee impact due to COVID-19 can be categorized as:

Emotional Grief

Physical Exhaustion

Fear of the unknown/what is next?

Physical Exhaustion:

There is a difference between being tired after a shift or a long day, and facing chronic physical exhaustion. In your leadership role, it is important that you assess your entire team to identify noticeable changes in their physical functioning. Some things to look for include:

-Employees who are generally punctual showing up late more often

-Employees who are calling out sick more often than normal

-Employees who physically are presenting with dramatic signs of being tired such as decreased motor skills, increased accidents such as falling or dropping items, etc., signs of exhaustion such as decreased cognitive functioning (i.e. attention span, alertness, responsiveness).

As a leader, it is important that you utilize all the tools available to you. For those employees who exhibit the above-mentioned characteristics, you need to sit with the employee and get a sense of what may be causing the issues. Ask open ended questions regarding how they are feeling physically: Are they getting enough rest off shift?, Has anything changed in their home environment?, Is there something you can do to in the workplace to alleviate some of the workload or change the assignments moving forward to help them? Is the employee over doing it by working too much overtime, double shifts, etc.

As with all these recommendations, we suggest having a human resources person on hand with you during these discussions to ensure the discussion is handled the most appropriate way. If that is not an option, have at least another manager on hand with you for the discussion.

But lets' face it, at this time everyone in your institution is experiencing some level of being over extended or burnt out. To get everyone back on track, start developing a plan for the next 6 months to stay on top of making sure employees do not get physically taxed. You might want to

implement a more aggressive wellness and exercise campaign in partnership with a local gym or provide energy conservation and strengthening tips in concert with your physical therapy department. It is important also to recognize those employees who delivered for you in taking on extra shifts and overtime with some form of public recognition. If you can, also provide a financial reward or bonus for those who went above and beyond with long hours.

More strategically, look at your employee base and make sure you have the right people in the right seats on the bus. It is likely that COVID-19 will increase everyone's work load in healthcare for the foreseeable future, so try to identify opportunities to provide employees with a different shift that could be less demanding, ensure heavy care assignments are given to the right employees, and that your HR and financial incentives are in place. Also, pay close attention to who is scheduled for shifts and how often and notice if certain employees are taking on too much. Even if you are short staffed, it is not worth the risk to the employee or patient to have someone physically functioning at a lower capacity than normal.

Emotional Grief and Stress:

Just assume every employee who reports to you or who works in your institution has an increased level of emotional stress, grief and anxiety. It is not a question of how many employees, but to what extent the level of stress for each. As mentioned for employees with signs of physical exhaustion, it is critical for leaders to pay attention to the noticeable and even subtle signs of emotional pain employees are experiencing. There are some commonalities between signs of physical and emotional exhaustion, but emotional grief and pain can often be harder to see.

Some of the most common signs of emotional pain include a change in an individual's affect, appearing sad, depressed, agitated and/or angry and upset. Look for signals from your employees in their body language also, such as appearing defensive, not making eye contact or displaying lack of self-confidence in how they carry themselves. The best way to understand their emotional state is to sit and talk with them. As with most trauma, it can occur through extreme changes in environment, so be sensitive that employees who are on the frontline may have not been exposed to this level of illness and death prior to COVID-19, similar to what military personnel experience during wartime battle.

If you have an employee assistance program, try to get them onsite for counseling, or utilize the skills and services of your social work team if you have in house. Offer personal and private counseling sessions to allow employees to adequately express their grief about loss. You may uncover also that they have experienced personal issues with family members being sick or dying which will warrant offering a higher degree of grief counseling services.

The emotional stress of worrying about getting sick can also be a dynamic. Think about developing a support group for your employees with a professional moderator to be an outlet and forum for employees to express their concerns and grief in a setting with peers who may share similar experiences and feelings. This group should be moderated ideally by a professional social worker and we highly suggest human resources be on hand for these groups.

You should also think about a way to pay honor and respect to those patients who have passed away at your institution. A suggestion would be to have a memorial service just for staff members honoring those patients who were lost to give your employees a private forum to honor and grieve for these losses. In long term care and assisted living especially, many of these patients became a part of your staff's lives and were very tough losses for them. In general, there may be a sense of not only loss, but of failure on their part that these patients passed. It is key to acknowledge this as well as acknowledging the incredible effort and care that your employees provided to these patients and reassure them it was the virus to blame, not them.

Fear of The Unknown/What's Next:

Employees need to hear and understand what the plan is moving forward at your institution to ensure they have the necessary equipment, supplies and your road map to keep them safe. You should work to communicate transparently and frequently regarding what you and your institution are doing to make sure they are protected and that patients are also protected. It is appropriate to address what you and your organization learned from this pandemic and how this has helped prepare you for the future of this battle and with other emergencies that may emerge down the road. This should provide some peace of mind and help the healing process between employees and management if there were issues regarding employees obtaining the necessary PPE and equipment during the earlier stages of COVID-19.

Like you, your team is barraged daily with information overload about the coronavirus. One day there is a treatment on the horizon, a vaccine, curve flattening, and the next day they are hearing a vaccine is in the distant future, deaths are increasing, and healthcare workers getting sick. What is most important to employees is how are and your institution are planning to move forward. The best way to gain buy in from employees is to make sure they have an opportunity to have a voice in how things should be. Consider having a front-line employee task force that develops recommendations to management on areas that could have been improved upon during this time and solicit their ideas and suggestions. You might want to also increase the frequency of your employee communication meetings on all shifts to convey updates and progress on your recovery plan. Nothing can provide confidence in an employer than being transparent with information.

Some key things to avoid as you help your team recover from the trauma of COVID-19:

- *Defensiveness* – accept feedback openly and calmly even if you disagree
- *Excuses* – take accountability and do not make excuses for failures, this can lead to employee alienation and mistrust
- *Avoidance* – confront conflict, uncomfortable conversations and communication proactively. Avoiding tough issues will not improve the situation

· *Lack of Empathy* – do not be afraid to communicate your own vulnerabilities and moments of grief and sadness during this period, it will only make you more human to those you are leading which your team needs to see

· *Lack of Confidence* – you are the leader. You need to be conscience of your actions, demeanor and words when interacting with your team. Although you cannot predict the future, you can control how you lead, react, and follow through on issues that impact your employees and institution. It is paramount to remember always your team looks to you for strength and direction.

Finally, as you focus on your post Covid strategy, you need to take care of yourself. Tap into your personal and professional network and look to them for support, ideas and comfort as you likely experienced a high level of unprecedented stress or even trauma as well. You cannot help your team recover if you are not on the road to recover yourself. Make sure you take a moment also to recognize all the good that you and your team accomplished did during this challenging time, how much you learned, and any stories of great heroism and humanity that you experienced. Use this as inspiration as you move forward in this process and continue in your professional journey to serve others with the utmost care, compassion and urgency.

About my co-author...JUDITH S. PARNES, ACSW,LCSW,CMC Executive Director and Founder of Elder Life Management, is a nationally recognized Gerontologist, holding advanced graduate degrees, certification, and coursework in Social Work, Aging and Public Health. Ms. Parnes is presently completing her doctoral studies in Medical Humanities focusing on Long Term Care and Bio-Medical issues. A noted lecturer on concerns of the elderly and their families, Ms. Parnes has taught coursework at Rutgers University as well as New Jersey community colleges.

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President and Co-founder

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Honored to have co authored this article with [Judith Parnes](#) MSW, written with a lot of heart and soul - to our friends and colleagues in senior care, we hope you enjoy and that this helps a little...

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New Ideas to Jump Start Your Nurse Recruitment Plan

By Timothy Hodges

The healthcare employment market is red hot and ultra-competitive. The nation's healthcare unemployment rate is teetering at all-time lows even in the face of the COVID-19 pandemic. It is without a doubt a tight labor market.

In healthcare, things are especially tight and forecasted to only get more competitive. With the nation's oldest of the old and baby boomers increasing exponentially, most forecasts call for a staffing crisis in healthcare - across the board from RN's, Physicians, to Nurses' Aides.

Most healthcare organizations are poor at recruitment. My experience has been that the typical strategy to fill positions is to do a "wage and benefit survey" to assess where an organization stands in the market and then hold a job fair. While wages are a key driver of employer appeal, there are several other strategies that should be considered when filling open positions. Whether you are a home health agency, outpatient surgery center, hospital, acute rehab hospital, etc. Here are some ways to sharpen your focus to make your recruitment efforts more impactful:

Brand your organization's culture: I find healthcare organizations can do better at defining what their company culture is and correspondingly how they market their culture to potential employees. Do a deep dive and define what your unique culture benefits are to potential employees and market those differentiators. Core differentiators can be what you offer in training, coaching, career opportunities and growth, health, and wellness programs, etc. Invest in your employment branding as heavily as you do in your overall market branding.

Tailor your recruitment to the position: A one size fits all approach to recruitment is dated and ineffective. You must tailor your strategy to position type, where you have the most vacancies, how best to use recruitment dollars for each employee category, etc. For example, a strategy aimed at recruiting new RN grads vs. veteran RN's requires drastically different approaches, do not allow your strategies to be generic, the results will be generic also.

Get your current employees involved with testimonials, committees, and referral bonuses: Your best and most cost-effective referral and advertising source for recruitment are your current employees. If they are not engaged (or even worse not happy), this can be a detriment to your strategy. If they are fulfilled and engaged and incentivized, the results can be dramatic. Use your current employees as ambassadors in all your recruitment efforts...in advertising, at events, and through an active employee referral bonus program. Implement an internal employee recruitment committee comprised of employee influencers who can generate new ideas in targeting people in their communities and in their profession/job category.

Find new ways to attract employees: Placing an ad on Indeed.com is not a recruitment strategy. It can be a part of one, but really is a small part. Look at other advertising and promotional opportunities to attract new employees. Connect with civic and community groups, join new associations, start a blog on your social media regarding job hunting in healthcare, etc. Try to implement 3-5 new ideas every month so that your goals and strategies do not get stale.

Digital media strategy: In my experience, the number one driver of recruiting new talent is generated on social media. Healthcare employees like to see employers taking care of the people who take care of the patients. If your social media does not highlight this as much as your patient care stories, you will not have success in attracting larger groups of candidates. Make sure also you are targeting Facebook groups in your community and have a presence on Instagram and LinkedIn. Seek out groups to join on these forums as well to get maximum exposure.

Offer career trajectories: Go beyond promoting open positions and emphasize the career opportunities your organization offers. What percentage of your employees have been promoted to higher positions? what training programs do you offer for people to grow? what is your policy and standards for education reimbursement? All these areas can be differentiators that make a big difference in your results.

Recruitment is not a department, it is everyone's responsibility: Leadership should be the most engaged in recruitment of anyone...speaking at colleges, attending recruitment events, facilitating recruitment strategy sessions, lending their time and talents to elevating the organizations ability to attract talent, etc. Every department in your organization should also adopt this mindset and tackle recruitment as a team, not as a silo in the HR department.

Recruiting back past employees: Look at employees who have left in the recent past. Often people realize the grass is not always greener, and if you implement a disciplined program to stay in touch with those employees who left voluntarily, you can convince them to return.

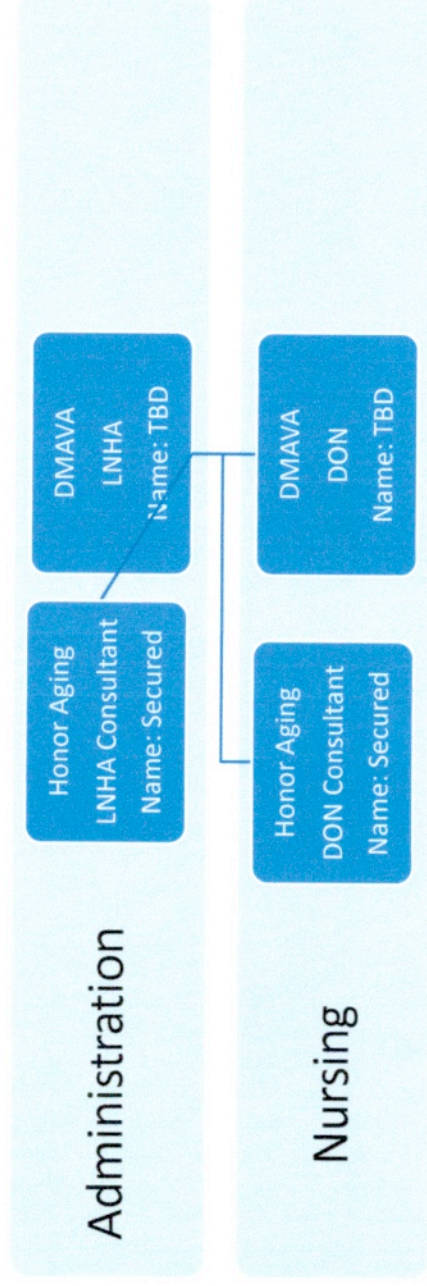
Never hold another job fair again: Job fairs are the worst form of recruitment. Attendance is poor, often the time allocated to planning and executing outweighs the results, and generally people will not attend for privacy purposes. It is ok to participate in larger scale recruitment events in your community that have a good track record of attendance, but healthcare organizations spend too much time and emphasis on job fairs and they simply do not work anymore.

The time has come to prioritize energy, resources, and dollars on effective recruitment in your healthcare organization. The market share of qualified employees should be as important to companies as their overall customer market share. You cannot have one without the other, and the healthcare organizations who win in the long haul will prioritize this critical area in their operation.

Check out the future of healthcare staffing and recruitment www.honoragingllc.com

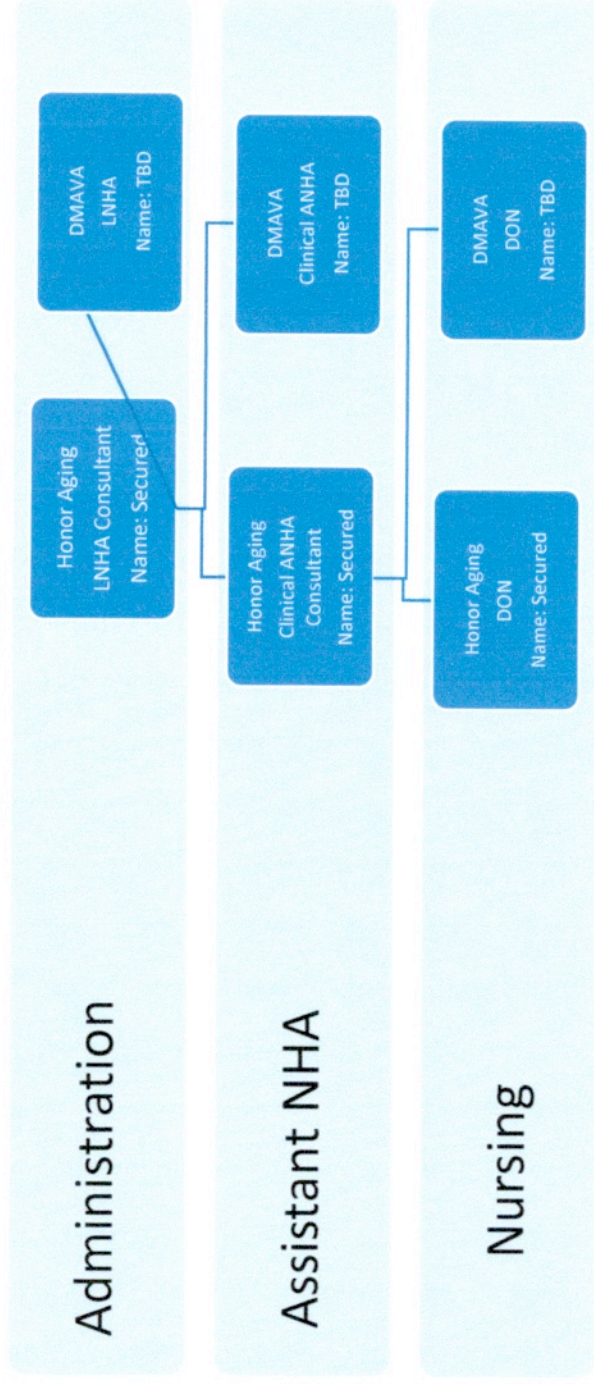
Attachment #6: Org Charts – Paramus, Menlo Park, and Vineland

Vineland Veterans Memorial Home Organizational Chart



Honor Aging
Advancing Senior Care

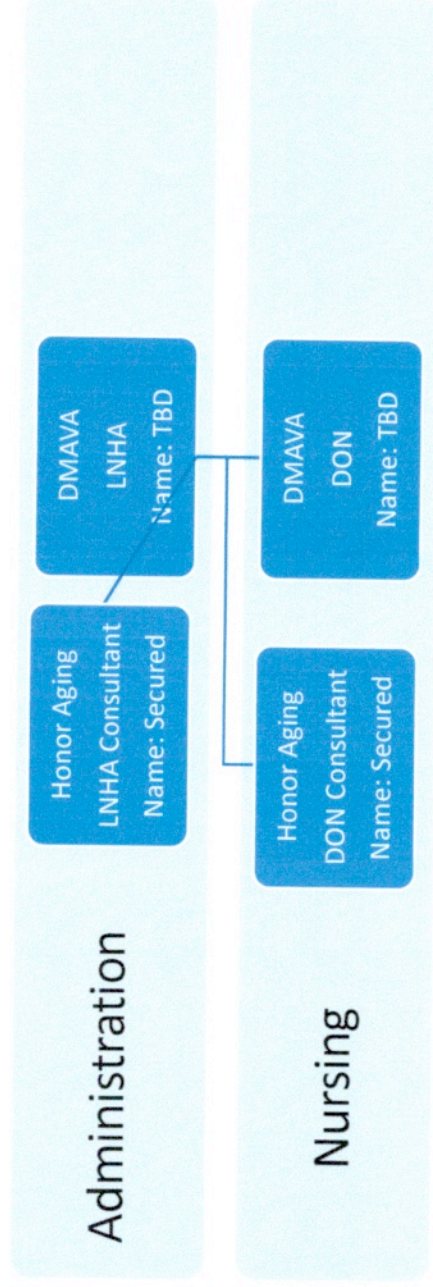
Menlo Park Veterans Nursing Home Organizational Chart



- 90 days positions include:
- 2 Assistant Director of Nursing Positions
 - 2 Infection Control Nurses
 - 1 Nurse Educator
 - 1 Employee Health Nurse



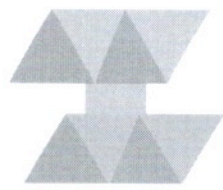
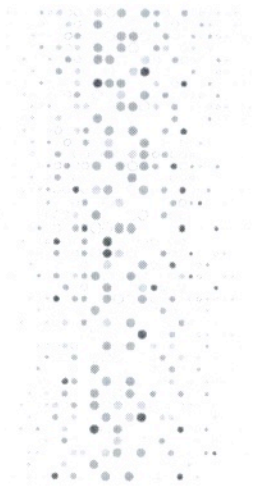
Paramus Veterans Memorial Home Organizational Chart



Honor Aging
Advancing Senior Care

Attachment #7: Honor Aging Company Overview

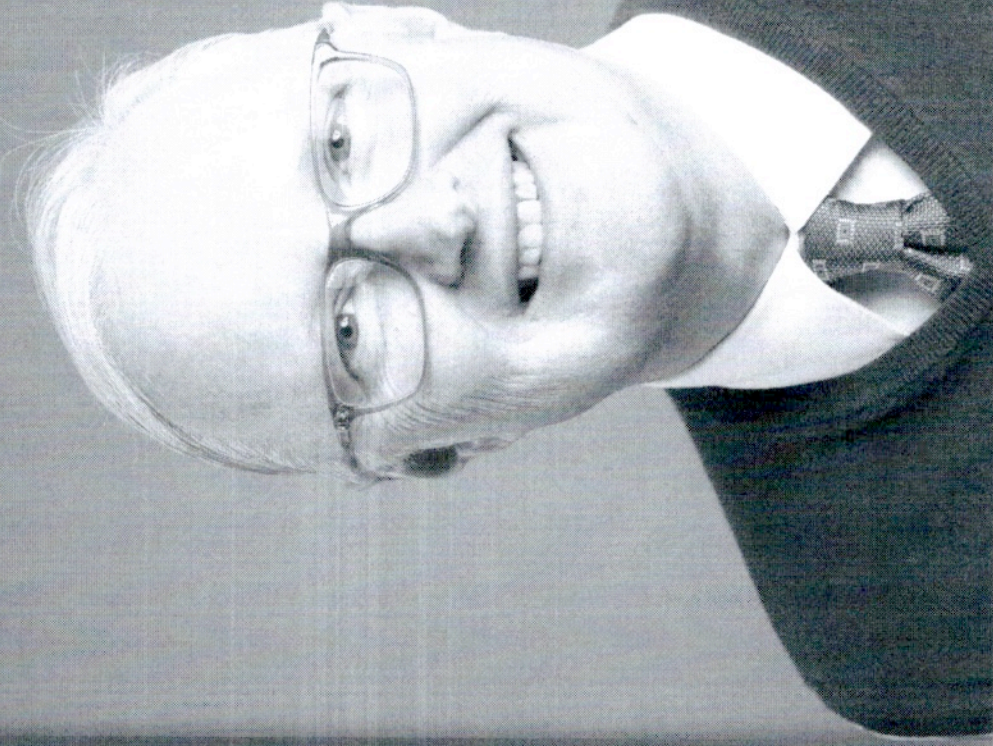
**Scope of
Services
2022**



Honor Aging
Advancing Senior Care

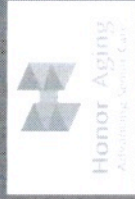
Who We Are

- **Tim Hodges, President and Co-Founder.** Over 25 years facility level to C-Suite experience in skilled nursing, assisted living, memory care, home care, and hospice with both publicly traded and private, for-profit health care providers. Positions ranged from Sr. VP of Operations to Chief Marketing Officer. Tim is a published author on senior living and post acute care topics and issues, and prior to founding Honor Aging was the Chief Strategy Officer for a Regional post acute care and senior living company in the Northeast with over 10,000 beds and \$1 Billion in revenues for 20 years.



Who We Are

- **Dr. Sanket Rupareliya, COO and Co-Founder.** 10 years experience in skilled nursing, assisted living and memory care. Licensed nursing home and assisted living Administrator, physician and specialist in clinical and ethnic based specialty programs and healthcare business development. Most recently VP of Marketing for regional based skilled nursing and senior living provider with over \$300mm in revenues.



Who We Are

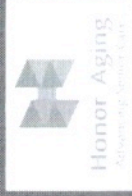
• **James Gardner, LNHA, CDP, Chief Marketing Officer.** James began his career in senior care as a discharge planner in a post acute care facility. He has gone on to become a licensed nursing home administrator, regional marketing director for a large portfolio of assisted living and skilled nursing centers as well as overseeing marketing and business development for a large regional private home care business. Jim is an experienced operator of senior care communities having been an Administrator of various communities for the past 10 years. Jim oversees marketing and sales consultation for Honor Aging clients in the home care, senior living and post acute care sectors.



Who We Are

- Gaurav Nagar, Vice President of Infection Prevention and Control.

A 12-year healthcare professional with a Master's degree in Public Health, Gaurav is a Certified Infection Prevention and Control Professional. The CIC credential identifies healthcare professionals who have shown mastery in knowledge of infection prevention and control by sitting for and passing the certification exam. The CIC credential shows a commitment to best practices in infection prevention and control and improved patient care and signals to the healthcare profession that you are committed to excellence. Only 2,000 infection preventionists certify or re-certify every 5 years. Gaurav currently serves as our primary consultant and educator to our long-term care and senior living clients who have the need for these services.



Who We Are

- **Melissa Hickey, MSN, APRN, FNP-BC, Corporate Director of Clinical Services**

Melissa is an experienced and highly credentialed clinician who started her career as a staff nurse in long term care. Over her impressive 15-year career in senior care, Melissa has experience in most of the clinical positions offered in long term care, from staff nurse to Unit Manager, Assistant Director of Nursing and Director of Nursing. In addition to her long-term care experience, Melissa is a licensed advanced practice nurse (APN). At Honor Aging, Melissa oversees clinical programming, quality and compliance throughout our network of healthcare services, including adult day care, Palliative Care, Hospice Care, long term care and serves as a valued clinical consultant for our - care clients.



What We Do...



Full spectrum Senior Living and Post Acute Operational Management, including but not limited to: Talent Recruitment/Placement, Reimbursement, Staffing, Financial Operations, Licensure, Regulatory Compliance, Marketing and Revenue Development, Leadership and Culture Development



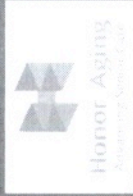
Temporary Administrators and our Director's of Nursing



QA/Mock Surveys, Infection Prevention Consulting Services (CIC certified)



Honor Aging Differentiator: Deep experience and successful track record in operations, clinical services, and marketing and sales through hands on involvement specializing in senior care



What We Do...

• Provide a safe, secure, and comfortable environment for our residents

• Offer a variety of activities and programs to enhance the quality of life for our residents

• Provide personalized care and attention to each resident's needs and preferences



Other Services

- Technology partnering: RPM, Staffing, digital customer service and employee surveys, and other Resident engagement products
- Hospice
- Vendor Contracting – all disciplines and services
- Medical Directors and Specialists
- Ancillary Services – Dietitians, Pharmacy Consultants, Clinical Reimbursement



Current Portfolio of Clients and Companies

- Operations consulting 6 facility SNF Chain Northeast
- Marketing and Census consulting 9 facility SNF chain Northeast
- Strategy and advisory consultants for one of the largest NFP Senior Living Organizations in Northeast
- Management of 75-member adult day care Philadelphia
- Primary marketing consultant for MyShift Time staffing and scheduling software for post acute/senior living industry
- Principals in a Medicare Certified Hospice NJ and PA
- Principal in Post Acute Palliative Care Consulting Service
- Recruitment specialists for over 30 providers in the NY Metropolitan Area
- Infection prevention consultant for multiple long term care facilities in NJ and PA
- Primary educational speaker for RN's, LNHA's, CALA's and Social Workers for the largest CEU sponsor in NY Metropolitan Area



Attachment #8: Recognition Letter from Menlo Park



State of New Jersey
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
POST OFFICE BOX 340
TRENTON, NJ 08625-0340

PHILIP D. MURPHY
Governor
Commander-in-Chief

SHEILA OLIVER
Lieutenant Governor

☆☆
JEMAL J. BEALE
Major General
The Adjutant General

July 30, 2020

Mr. Timothy Hodges
102 Livingston Avenue
Avenel, NJ 07001

Dear Mr. Hodges:

On behalf of the residents and staff at the New Jersey Veterans Memorial Home at Menlo Park, we would like to take this opportunity to thank you for your most generous donation of Amazon gift cards for our residents.

Your donation of gift cards was brought to the Recreation Department for our residents to enjoy purchasing items.

Our residents appreciate your kind and thoughtful donation. Donations like yours help to provide a better quality of life for our residents.

Again, thank you for your donation and thinking of our residents.

Elizabeth Schiff-Heedles, L.S.W., L.N.H.A.
Chief Executive Officer

Sincerely,

Christine Caratozzolo, CTRS
Supervisor of Recreation

“Serving Those Who Served”

Attachment #9: Honor Aging Educational Events

Attendance Filling Up Fast...Register Today!!

Breaking Down Silos!!

Join Us for An Informative Online Forum!

Post-Acute Town Hall

The *PATH* Forward

Featuring:

- Alice O'Connor, NJ Market CEO, Kindred Healthcare
- Andrew Donet, Area Director of Business Development, Kindred Healthcare
- Philip Driscoll, CEO at Kessler Rehabilitation
- Joshua Jacobs, Senior Vice President, Windsor Healthcare
- Eli Kohn, CMO, Promise Care Home Health NJ
- Frank Boasorte, Senior Living Operations, Benchmark Senior Living
- Baljinder Grewal, Director of Clinical Services, Complete Care Skilled Nursing Centers

Moderated by Tim Hodges, Health Care Strategist and Advisor

This online forum will feature experts from across the post-acute spectrum: Skilled nursing/sub-acute, home health, acute rehab, assisted living and LTACH addressing lessons learned from the COVID crisis and its impact on operations. It will also include insight on the current issues in each level of care, and where participants see the next 3-6 months of post-acute care and their specific industry.

When: Thursday, November 5th

Time: 4PM-5PM

Where: Zoom – Register at [Register in advance for this webinar:](#)

https://us02web.zoom.us/webinar/register/WN_MtQ0B-BeTeC-D7A8n6ne7w



We're excited to celebrate with you!



Join Longtree & Associates, Honor Aging and Dove Hospice Services for a celebration and seminars in honor of Longtree's 24th anniversary



Honor Aging
Advancing Senior Care

Compliance Reboot 2022: *A Lighthearted Look at LTC Issues*

WHEN: Tuesday, September 13
3:00-8:00 p.m.

WHERE: Doubletree Hotel,
4355 US-1, Princeton, NJ 08540

Symposium highlights:

- Earn up to 4.0 CEUs at your choice of new 2022 seminars
- Networking and wine bar with colleagues
- Dinner with a keynote address, awards presentations and more

(Glatt kosher option available)

SCHEDULE

- 2pm- 3pm: Registration and networking
- 3pm - 5pm: Seminars
- 5pm - 6pm: Open bar, networking with colleagues and sponsors
- 5:45pm: Buffet opens
- 6pm- 8pm: Keynote speech on "Breaking the Culture of Ageism," awards

Seminar details and event registration: <https://bit.ly/longtree>

NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

Bidder Name Honor Aging LLC **Bidder Address** 9 Black walnut way, Marlboro NJ 07746

Directions: Refer to Request for Proposal Section 3.14 for Bidder instructions. The Bidder shall provide pricing for each line for years 1, 2, and 3 in the green highlighted cells below. Bidders may bid on one, two, or all three facilities. The Bidder must not alter the price schedule in any matter.

Line No.	Item Description	Estimated Annual Quantity*	Unit of Measure	Contract Year 1 Unit Cost	Extension Year 1 Unit Cost	Extension Year 2 Unit Cost	Extension Year 3 Unit Cost	Extension Year 4 Unit Cost	Total Estimated Price for 5-Year Term
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Menlo Park Veterans Memorial Home

1	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, INTERIM LICENSED NURSING HOME ADMINISTRATOR FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour	\$200.00	\$206.00	\$212.18	\$218.54	\$225.09	\$2,208,564.80
2	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, INTERIM ASSISTANT LICENSED NURSING HOME ADMINISTRATOR FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour	\$180.00	\$185.40	\$190.90	\$196.62	\$202.51	\$1,987,294.40
3	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, INTERIM DIRECTOR OF NURSING FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour	\$200.00	\$206.00	\$212.18	\$218.54	\$225.09	\$2,208,564.80
4	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, LICENSED NURSING HOME ADMINISTRATOR CONSULTANT FOR EACH CONTRACT EXTENSION YEAR.	1	Hour	N/A	\$220.00	\$226.00	\$232.78	\$239.76	\$918.54
5	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, ASSISTANT LICENSED NURSING HOME ADMINISTRATOR CONSULTANT FOR EACH CONTRACT EXTENSION YEAR.	1	Hour	N/A	\$190.00	\$195.70	\$201.57	\$207.61	\$794.88
6	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, DIRECTOR OF NURSING CONSULTANT FOR EACH CONTRACT EXTENSION YEAR.	1	Hour	N/A	\$220.00	\$226.00	\$232.78	\$239.76	\$918.54
TOTAL, MENLO PARK									\$6,407,055.96

Paramus Veterans Memorial Home

1	ITEM DESCRIPTION (SECTION 4.2): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, LICENSED NURSING HOME ADMINISTRATOR CONSULTANT FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour	\$220.00	\$226.00	\$232.78	\$239.76	\$246.95	\$2,424,219.20
2	ITEM DESCRIPTION (SECTION 4.2): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, DIRECTOR OF NURSING CONSULTANT FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour	\$220.00	\$226.00	\$232.78	\$239.76	\$246.95	\$2,424,219.20
TOTAL, PARAMUS									\$4,848,438.40

Vineland Veterans Memorial Home

1	ITEM DESCRIPTION (SECTION 4.3): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, LICENSED NURSING HOME ADMINISTRATOR CONSULTANT FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour	\$220.00	\$226.00	\$232.78	\$239.76	\$246.95	\$2,424,219.20
2	ITEM DESCRIPTION (SECTION 4.3): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, ASSISTANT LICENSED NURSING HOME ADMINISTRATOR CONSULTANT FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour	\$220.00	\$226.00	\$232.78	\$239.76	\$246.95	\$2,424,219.20



State of New Jersey Standard Terms and Conditions

(Revised September 1, 2022)

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

1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

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

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

2.1 BUSINESS REGISTRATION

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

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <https://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.2 OWNERSHIP DISCLOSURE

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

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

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

2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

2.4 ANTI-DISCRIMINATION

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

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

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

2.5 AFFIRMATIVE ACTION

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

2.6 AMERICANS WITH DISABILITIES ACT

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

2.7 MACBRIDE PRINCIPLES

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

2.8 PAY TO PLAY PROHIBITIONS

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

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

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

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

2.9 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file

can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

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

2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

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

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

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

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

2.13 COMPLIANCE - LAWS

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

2.14 COMPLIANCE - STATE LAWS

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

2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

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

2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS

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

2.17 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

Pursuant to P.L. 2022, c. 3, a person or entity seeking to enter into, renew, amend or extend a contract for the provision of goods or services shall certify that it is not identified on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Activities in Russia or Belarus. If the Contractor is unable to so certify because the person or entity, its parents, subsidiaries, or affiliates has engaged in prohibited activities, the Contractor shall provide a detailed and precise description of such activities. A Contractor's failure to submit a certification will preclude the award, renewal, amendment or extension of a Contract to said Contractor.

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

3.1 COMPLIANCE - CODES

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

3.2 PREVAILING WAGE ACT

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

3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
 1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
 4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.5 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.6 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

3.7 SERVICE PERFORMANCE WITHIN U.S.

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

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

3.8 BUY AMERICAN

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

3.9 DOMESTIC MATERIALS

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

3.10 DIANE B. ALLEN EQUAL PAY ACT

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

3.11 EMPLOYEE MISCLASSIFICATION

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

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

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

4.0 INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

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

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

4.2 INSURANCE

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

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

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
2. \$1,000,000 DISEASE EACH EMPLOYEE; and
3. \$1,000,000 DISEASE AGGREGATE LIMIT.

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

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

5.0 TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

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

5.2 RESERVED

5.3 CONTRACT TERM AND EXTENSION OPTION

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

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

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

5.5 CHANGE IN LAW

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

5.6 SUSPENSION OF WORK

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

5.7 TERMINATION OF CONTRACT

- A. For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;
- B. For Cause:
 1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor

- with an opportunity to respond; and
2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.
- C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
 - D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING

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

5.9 RESERVED

5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS

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

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

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

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

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

5.12 DELIVERY REQUIREMENTS

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

5.13 APPLICABLE LAW AND JURISDICTION

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

5.14 CONTRACT AMENDMENT

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

5.15 MAINTENANCE OF RECORDS

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

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

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

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

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

5.17 NEWS RELEASES

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

5.18 ADVERTISING

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

5.19 ORGAN DONATION

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

5.20 LICENSES AND PERMITS

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

5.21 CLAIMS AND REMEDIES

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

available at law or in equity.

5.22 ACCESSIBILITY COMPLIANCE

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

5.23 CONFIDENTIALITY

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

6.0 TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

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

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

documentation.

6.2 TAX CHARGES

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

6.3 PAYMENT TO VENDORS

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

6.4 OPTIONAL PAYMENT METHOD: P-CARD

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

6.5 NEW JERSEY PROMPT PAYMENT ACT

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

6.6 AVAILABILITY OF FUNDS

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

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

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

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

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

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

7.3 PROCUREMENT OF RECOVERED MATERIALS

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

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

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

7.4 EQUAL EMPLOYMENT OPPORTUNITY

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

7.6 COPELAND ANTI-KICK-BACK ACT

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

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

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

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

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

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

EXHIBIT B - CONSTRUCTION CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

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

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

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

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

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

State of New Jersey Standard Terms and Conditions
(Revised September 1, 2022)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Signature



Date

12/05/22

Sanket Ruparel (COO)

Print Name and Title

Print Name of Contractor



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

(Revised January 11, 2022)

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

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

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

A. ORDER OF PRECEDENCE

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

B. NO ARBITRATION

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

C. NO AUTO-RENEWAL

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

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

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

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

B. STATE'S RIGHT TO REQUEST FURTHER INFORMATION

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

C. DELIVERY TIME AND COSTS

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

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

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

E. CASH DISCOUNTS

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

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

F. PERFORMANCE SECURITY

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

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

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

C. LIMITATION OF LIABILITY FOR SAAS

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

4.3 LIMITATION OF LIABILITY

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


I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Signature

Print Name and Title

Print Name of Contractor

Date


Sankot Ruparel, COO

12/05/22