



REQUEST FOR QUALIFICATIONS

for

Agency Clinical Staff for the County of Passaic Departments and Institutions

RFQ-27-041

Contract Period: January 1, 2027 through December 31, 2027

2026

PASSAIC COUNTY BOARD OF COUNTY COMMISSIONERS

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Qualification Document Checklist
Required with Bid Response

**Initial each required entry and if
required, submit the item**

**A. FAILURE TO SUBMIT ANY OF THESE ITEMS AT THE TIME OF BID
OPENING IS MANDATORY CAUSE FOR REJECTION OF QUALIFICATION**

- ☒ Acknowledgment of Receipt of Addenda, N.J.S.A. 40A:11-23.2 (e) _____
- ☒ Statement of Ownership, N.J.S.A. 52:25-24.2 _____
- ☒ Certification (Internal) _____

**B. MANDATORY ITEM(S), REQUIRED TO BE SUBMITTED TO THE
COUNTY PRIOR TO THE CONTRACT BEING EXECUTED**

- ☒ Disclosure of Investment Activities in Iran, N.J.S.A. 52:32-57
P.L. 2012, c. 25 _____
- ☒ Certification of Non-Involvement in Prohibited Activities in Russia
or Belarus, N.J.S.A. 52:32-60.1, et seq. P.L. 2022, c.3 _____
- ☒ Non-Collusion Affidavit, N.J.S.A. 52:34-15 _____
- ☒ MBE/WBE Program Certification Form (if applicable),
Resolution No. R20210933 _____
- ☒ 2024 Form W-9, Department of the Treasurer Internal Revenue
Service (Internal) _____
- ☒ Business Registration Certificate, N.J.S.A. 52:32-44 _____

Name of Bidder (i.e. Company Name) (Please Print): _____

Signature of Authorized Representative: _____

Name (Please Print): _____

Title (Please Print): _____ **Date:** _____

**All documents required for the bid submission and prior to the execution of Agreement to the winning bidder are appended hereto and labeled accordingly. If any of the documents stated herein are missing, please contact the Passaic County Purchasing Agent immediately.*

NOTE: BID DOCUMENT RETURN ENVELOPES MUST CLEARLY IDENTIFY THE NAME AND ADDRESS OF THE BIDDER, BID NAME, BID NUMBER, AND BID OPENING DATE ON THE EXTERIOR OF THE COMMON CARRIER OR COMPANY MAILING ENVELOPE.

I. Introduction

The County of Passaic is seeking Agency Clinical Staff to provide timely on-site services in accordance with Federal and State Regulations for subacute and long-term care facilities.

Using Agencies: Including, not limited to, Preakness Healthcare Center, Department of Health, and the like.

Preakness Healthcare Center is licensed as a skilled nursing facility with 406 beds including two SCNFs: an 11-bed resident unit for residents who are ventilator dependent, and a 24-bed resident unit for residents with behavior management needs.

Services must be compliant to all New Jersey State and Federal Rules and Regulations for Skilled Nursing Facilities, including but not limited to Federal and State statutes related to Section 6032 of the Deficit Reduction Act of 2005. See attached Compliance Program Summary for Vendors for Preakness Healthcare Center.

II. Experience of Agency Clinical Staff for the County of Passaic Departments and Institutions

At a minimum, all Respondents must provide the following qualification criteria:

1. New Jersey Licensure as Registered Nurse, Licensed Practical Nurse.
2. New Jersey Certification as a Certified Nurse Aide
3. New Jersey Registration as a Dietitian.
4. New Jersey Licensure as Physical Therapists, Physical Therapy Assistants, Occupational Therapist, COTA, Speech Therapist.
5. New Jersey Licensure as Social Worker (LSW, LCSW)
6. Registration as a Registered Health Information Technician.

Agency must be in business of providing healthcare agency staff.

III. Contact Information of Respondents

All Respondents are required to provide the following contact information: (a) Name of firm; (b) Name of contact person for the firm; (c) Address of firm; and (d) Telephone, fax, and email for contact person for the firm.

IV. General Guidelines for Agency Clinical Staff for the County of Passaic Departments and Institutions

Compliance with the guidelines as set forth herein is mandatory. Any Respondent failing to abide by these terms risks invoices being denied.

1. Provide agency staff for weekdays, weekends, and holidays as requested. Please note: Meal breaks are unpaid.
2. Nursing Staff for Preakness Healthcare Center must work every other weekend (includes both Saturday and Sunday) and scheduled holidays.
3. Holiday schedule for 2027 is as follows:
 - New Year's Day: Friday, January 1, 2027
 - Martin Luther King Jr. Day: Monday, January 18, 2027
 - Presidents' Day: Monday, February 15, 2027
 - Memorial Day: Monday, May 31, 2027
 - Juneteenth: Saturday, June 19, 2027
 - Independence Day: Sunday, July 4, 2027
 - Labor Day: Monday, September 6, 2027
 - Columbus Day: Monday, October 11, 2027
 - Veterans Day: Thursday, November 11, 2027
 - Thanksgiving Day: Thursday, November 25, 2027
 - Christmas Day: Saturday, December 25, 2027
4. Staff will only be paid for the shift scheduled and worked.
5. Agency staff are not authorized to work more than 40 hours of work per week. Agency staff will not be paid at a higher rate for any hours worked in excess of 40 hours per week.
6. Contact facility at least 48 hours in advance of cancellation.
7. Orientation for Preakness Healthcare Center is required. Invoices for agency staff who attend orientation but do not work any scheduled hours will not be approved for payment of the orientation hours.
8. Agency staff referred and approved for assignment to Preakness Healthcare Center must be available to begin work within two weeks of acceptance.
9. Provide malpractice and professional liability in the amounts of \$1,000,000 per aggregate/3,000,000 per occurrence.
10. Agency must cover its employees with Worker's Compensation.
11. Agency must maintain files of agency personnel and submit to Facility:
 - Resume
 - Licensure Verification
 - Verification of employment in accordance with I-9 requirements.
 - Evidence of Local and State Level Criminal Background Check
 - Background Check – National Criminal Database, Address verification, Sex Offender Registry, National Federal District Court Criminal Record Check
 - Pre-employment Drug Screening
 - Mantoux (PPD) Test results

- Physical examination within two weeks of start date
 - Two Reference Letters
 - Evidence of Professional Liability Insurance: \$1M Occurrence/\$3M Aggregate
 - Current CPR Certification for Nurses
 - Vaccination as mandated by the New Jersey Department of Health, Centers for Medicare/Medicaid Services or regulatory agencies.
12. Comply with all applicable Federal, State and local laws, rules and regulations including but not limited to the New Jersey Department of Health, Office of Inspector General (OIG), Medicaid/Medicare, Corporate Compliance, PEOSHA and Preakness Healthcare Center Policies and Procedures.
 13. Adheres to Facility Policies and Procedures including but not limited to Infection Prevention.
 14. Signed Agreement for Preakness Healthcare Center to comply with New Jersey State Regulations, Federal Regulations, OIG Guidelines and Corporate Compliance.
 15. Agency or Contractor Staff are not considered to be County of Passaic employees or agents.
 16. Signed Business Associate Agreement.
 17. Preakness Healthcare Center has retained Provider Trust to provide the monitoring and search services on a monthly basis that are required by the Federal Deficit Reduction Act for facilities that receive Medicaid reimbursement over an established threshold to verify staff and physician licensure/certification and to check Exclusion data bases to determine if any physicians, staff or vendors are excluded from participation in State or Federally funded health benefit programs such as Medicare and Medicaid. Vendors are required to provide National Provider Identification number and Tax Identification number. Agency Staff approved for assignment to Preakness Healthcare Center must provide Date of Birth, Social Security number and National Provider Identification number (if applicable) to be used by Provider Trust to verify licensure/certification and to check Exclusion databases.
 18. Compliance with the Healthcare Professional Responsibility and Reporting Enhancement Act, PL 2005 c.83, NJSA 26:2H12.2c

V. Fees

1. Complete the Agency Clinical Staff for the County of Passaic Departments and Institutions Pricing Table.

Agency Clinical Staff for the County of Passaic Departments and Institutions Pricing Table

Contract Period: January 1, 2027 – December 31, 2027

Vendor: _____

2027 Fees – Please specify rate per hour. Rates shall not include overtime pay or be adjusted once submitted.

RN's	Weekdays	Weekend (Saturday & Sunday)	Holidays (7am-3pm and 3pm-11pm Day of Holiday; 11pm-7am Eve/Day Before Holiday)
Day Shift 7:00am-3:00pm			
Evening Shift 3:00pm-7:00pm			
Night Shift 11:00pm-7:00am			
LPN's	Weekdays	Weekend (Saturday & Sunday)	Holidays (7am-3pm and 3pm-11pm Day of Holiday; 11pm-7am Eve/Day Before Holiday)
Day Shift 7:00am-3:00pm			
Evening Shift 3:00pm-7:00pm			
Night Shift 11:00pm-7:00am			
C.N.A.'s	Weekdays	Weekend (Saturday & Sunday)	Holidays (7am-3pm and 3pm-11pm Day of Holiday; 11pm-7am Eve/Day Before Holiday)
Day Shift 7:00am-3:00pm			
Evening Shift 3:00pm-7:00pm			
Night Shift 11:00pm-7:00am			
	Weekdays	Weekend (Saturday & Sunday)	Holidays (7am-3pm and 3pm-11pm Day of Holiday; 11pm-7am Eve/Day Before Holiday)
Physical Therapist			
Physical Therapist Assistant			
Occupational Therapist			
COTA			
Speech Therapist			
Registered Dietitian			
Social Worker			
Registered Health Information Technician			

VI. Evaluation Criteria

The County's objectives in requesting professional qualifications are to select a firm that can provide high quality and effective representation. The County will only qualify Respondents that complied with the terms and conditions as set forth herein, and further based upon the Respondent's: (a) experience and reputation in the field; (b) knowledge of the County and the subject matter addressed; (c) available to accommodate the required meetings of the County; and (d) other factors to be demonstrated in the best interest of the County.

VII. Qualification of Professional Services Pursuant to N.J.S.A. 40A:11-5, et seq.

The County is qualifying respondents for the professional services of Agency Clinical Staff for the County of Passaic Departments and Institutions pursuant to N.J.S.A. 40A:11-5(1)(a)(i). The qualification by the Board is not an award of contract.

VIII. Fair and Open Process Pursuant to N.J.S.A. 19:44A-20.7

Pursuant to N.J.S.A. 19:44A-20.7, the request for qualifications for professional services is a fair and open process. Specifically, the qualification is publicly advertised, awarded under a process that provides for public solicitation of qualifications, established the basis of an award and disclosure process documented in writing prior to any solicitation, and is publicly opened and announced when awarded.

IX. County Set-Aside Program

On October 26, 2021, the Board of County Commissioners of the County of Passaic passed Resolution No. R20210933 establishing the Minority Business Enterprise and Women Business Enterprise Set-Aside and Joint Venture procurement program in the County. The Set Aside Program was established to promote economic inclusion, and to ensure that the County's procurement practices promote equal opportunities to compete for all willing and able businesses, the County has established goals to ensure that funds spent by the County promote local minority business entities and women business entities.

For calendar year 2022, the Set Aside Program's goals for professional services are as follows: (1) ten percent (10%) of total average "spend" on contracts for professional services awarded to WBEs and with a goal to twenty percent (20%) by 2024 by way of set-asides; and (2) ten percent (10%) of total average "spend" on contracts for professional services awarded to MBEs and with a goal to twenty percent (20%) by 2024 by way of set-asides. If your business is a qualified WBE and/or MBE, please complete the MBE/WBE Program Certification Form enclosed herewith. If a bidder is not a certified minority business enterprise or women business enterprise, please check the box at the top of the form marked 'not applicable'.

X. Procedures for Submitting Professional Qualifications

Respondent shall submit the request for qualification either in person prior to the hour designated herein via regular mail, overnight delivery, or hand delivery to the following address:

County of Passaic – Division of Purchasing
Passaic County Procurement Center
495 River Street, 2nd Floor

Paterson, New Jersey 07524

Qualifications delivered by regular mail, overnight delivery, or hand delivered prior to the date and time as set forth herein shall be inserted in a sealed envelope provided by the County. The name and address of the bidder is to be written on the outside of the envelope.

Any Respondent who has mailed, overnight delivered, or hand delivered a bid to the County of Passaic Division of Purchasing may attend the bid opening for the reading of bids. However, the County is not responsible for any bid that is not received at the time of the bid opening.

By typing your signature on the County bid document, you are doing so with the intent to sign your bid submission and consent to the terms of the County's bid specifications pursuant to the Uniformed Electronic Transaction Act.

Respondent must submit all required documentation as stated herein, including all of the items listed on the Qualification Document Checklist. Please take note of the following:

1. A respondent's bid proposal shall not be considered responsive if submitted with any qualifying conditions or provisions.
2. The Statement of Ownership enclosed hereto and required under N.J.S.A. 52:25-24.2 must set forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class, or any individual partners in a partnership who own a ten percent (10%) or greater interest therein.
3. If any discrepancies or omissions appear in the RFQ, the bidder shall notify the Purchasing Agent in writing of any such discrepancy or omission.

XI. New Jersey Business Registration Certificate

Prior to the award of contract, the Respondent shall provide a current Business Registration Certificate (hereafter "BRC") pursuant to N.J.S.A. 52:32-44. A Business Registration Certificate is required for all Respondent. Under N.J.S.A. 52:32-44, the following requirements are imposed on Respondent that knowingly provide goods or perform services for the services required herein:

1. The Respondent shall obtain and provide the owner the BRC;
2. During the term of a contract with the County, the Respondent shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the N.J.S.A. 54:32B-1 et seq. on all taxable sales of tangible personal property delivered into the State.

Failure to submit the BRC with the Qualification is not a cause for rejection. However, the County prefers the BRC be submitted with the response. If it is not provided prior to execution of a contract the Respondent.

A Respondent who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of twenty-five dollars (\$25.00) for each day of violation, not to exceed fifty thousand dollars (\$50,000), for each BRC not properly provided or maintained under a contract with the County.

A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services.

Information on obtaining a BRC is available by visiting www.nj.gov/treasury/revenue/busregcert.shtml or by phone at (609) 292-2929.

XII. Prompt Payment.

All payments for work performed will be made by the County in compliance with N.J.S.A. 2A:30A-1, et seq.

XIII. Insurance Requirements

The Respondent shall maintain insurance as set forth herein for the duration of any agreement with the County, including, but not limited to the following:

New Jersey Workers' Compensation pursuant to N.J.S.A. 34:15-1, et seq.;
Generable Liability Insurance;
Property Damage Liability Insurance; and
Business Automobile Liability Insurance
Professional Legal Malpractice Insurance

The Respondent shall maintain a guarantee of such insurance in the following amounts:

Workers' Compensation	\$100,000 to \$300,000
General Liability Insurance	\$1,000,000
Property Damage Liability Insurance	\$500,000
Business Automobile Liability Insurance	\$250,000

The County of Passaic shall be named as an additional insured on the insurance policies required herein. The Respondent shall provide a certificate of insurance upon execution of a contract with the County. The certificates of insurance shall expressly state that the insurers will notify the County of termination of coverage no less than thirty (30) days prior to termination. In the event that any of the insurance policies herein lapse, the Respondent shall notify the County of a lapse in coverage immediately.

In the event the Respondent shall cause his insurance coverage to lapse, the Respondent shall immediately notify the County of same. In addition, the insurance policy additional named insured provision naming the County as an additional insured on same shall contain language regarding the insurer to provide timely notification to the County about lapse in coverage.

The Respondent shall also agree to indemnify and hold harmless the County for all claims, cost and judgments arising out of the allegations of negligence, errors, omissions, or allegations otherwise sounding in tort while performing within the scope of an agreement with the County for professional services as stated herein.

XIV. State and Federal Taxes

Pursuant to N.J.S.A. 54:32B-9 and applicable federal law, the County of Passaic is exempt from sales and use tax and the federal excise tax for the purchase of fuel.

XV. Document Retention

Pursuant to N.J.A.C. 17:44-2.2, the Respondent shall maintain all documentation related to products, transactions, or other 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.

XVI. Discrimination in Employment

The terms and conditions as set forth in the New Jersey Civil Rights Act, N.J.S.A. 10:1, *et seq.* are hereby made part of every contract entered into by the County of Passaic. Pursuant to N.J.S.A. 10:1, *et seq.*, the Respondent agrees to the following conditions:

1. 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 a contract with the County, 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;
2. No contractor, subcontractor, nor any person on his 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;
3. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of fifty dollars (\$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
4. 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.

Pursuant to N.J.S.A. 10:5-32, no contract be awarded by the County, nor shall any moneys be paid thereunder to any contractor, subcontractor or business firm which has not agreed and guaranteed to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression, in accordance with an affirmative action program approved by the New Jersey State Treasurer.

Respondents are required to comply with the requirements of P.L.1975, c.127. The terms and conditions as set forth in N.J.S.A. 10:5-33 are hereby made a part of every contract entered into by the County of Passaic, specifically, that, during the performance of the contract, the contractor agrees as follows:

1. 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;
2. 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; and
3. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he 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.

Pursuant to N.J.S.A. 10:5-34, each Respondent is required to submit an Affirmative Action Plan to the New Jersey State Treasurer, as set forth in the law:

Each prospective bidder on a public works contract or contracts and each subcontract bidder to a prime contract bidder shall formulate and submit to the State Treasurer his or its affirmative action program of equal opportunity whereby he or it guarantees minorities employment in all employment categories; the submission shall be accompanied by a fee in an amount to be fixed by the State Treasurer. For the purposes of this section, equal employment opportunity but not affirmative action is required with respect to persons identified solely by their affectional or sexual orientation and gender identity or expression. The State Treasurer shall notify the bidder of approval or disapproval of his or its program within 60 days of its submission; failure of the State Treasurer to so act within 60 days shall constitute approval of the program. Any existing federally approved or sanctioned affirmative action program shall be approved by the State Treasurer.

No subcontract bidder who has less than five employees need comply with the provisions of this section.

XVII. Equal Opportunity for Individuals with Disabilities

All Respondents expressly agree to comply with the provisions of the American with Disabilities Act of 1990, 1990 Enacted S. 933, 101 Enacted S. 933, 104 Stat. 327, 101 P.L. 336, 1990 Enacted S. 933,

101 Enacted S. 933, and any amendments thereto, that established a clear and comprehensive prohibition of discrimination on the basis of disability. The rules and regulations promulgated under the American with Disabilities Act of 1990, and any amendments thereto, are hereby made a part of every contract entered into by the County of Passaic with the lowest responsible bidder.

In the event that the Respondent, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Americans with Disabilities Act of 1990, and any amendments thereto, during the performance of the contract, the Respondent shall indemnify, protect, and save the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, or whatever kind of nature arising out of claimed to arise out of an alleged violation.

XVIII. Requests for Information

All requests for information made by a Respondent prior to the designated bid opening shall be made in writing to the following designated official:

Heather Ramaglia, Principal Purchasing Agent
County of Passaic
Purchasing Division
Phone: (973) 247-3300
Email: bids@passaiccountynj.org

Sherry Arvanitakis, QPA

Requests for information by a Respondent shall be shared with every Respondent who has picked up the Request for Qualifications with corresponding answers.

XIX. Definitions

As used herein the following words have the following definitions, unless the context indicates otherwise:

- a. "Affiliate" means any entity that: (1) directly, indirectly, or constructively controls another entity; (2) is directly, indirectly, or constructively controlled by another entity; or (3) is subject to the control of a common entity if it owns, directly or individually, more than fifty percent (50%) in the entity.
- b. "Bid Opening" shall mean the time as designated herein when qualifications are due and shall be unsealed as set forth herein and in accordance with applicable law.
- c. "Board" means the Passaic County Board of County Commissioners.
- d. "Contracting Unit" shall mean the County of Passaic.
- e. "County" means the County of Passaic.
- f. "Purchase Order" means a document issued by the contracting agent authorizing a purchase transaction with a vendor to provide or perform goods or services to the contracting unit, which, when fulfilled in accordance with the terms and conditions of a request of a contracting agent and other provisions and procedures that may be established by the contracting unit, will result in payment by the contracting unit.
- g. "Purchasing Agent" means the Passaic County Purchasing Agent.
- h. "Qualification" means quality suitable for RFQ-27-041.
- i. "Qualification Statement" means the response to the RFQ submitted by the Respondent.

- j. “Respondent” means the entity submitting a qualification for Agency Clinical Staff for the County of Passaic Departments and Institutions as set forth herein.
- k. “RFQ” means request for qualifications of professional services pursuant to N.J.S.A. 40A:11-5, *et seq.*



Preakness Healthcare Center

A Legacy of Caring since 1929

Compliance Program Summary for Vendors

Our Mission and Values

Preakness Healthcare Center (“Preakness” or the “Facility”) is committed to preserving the rights and dignity of each individual and we strive to promote the highest quality of life. We are committed not only to providing our residents with high quality and caring medical and nursing services, but also to providing those services pursuant to the highest ethical, business, and legal standards.

Code of Conduct

As part of the Preakness Compliance and Ethics Program (the “Program”), the Facility has adopted a Code of Conduct and Compliance Standards and Procedures for employees and all persons and entities with which the Facility contracts who are involved in any way with the Facility’s entitlement to payment under Federal health care programs (e.g., Medicare and Medicaid). This includes, but is not limited to, individual physicians, physician groups, vendors, contractors, and other health care providers. Our Code of Conduct generally outlines our expectations for honesty, lawful conduct and cooperation with our Program to ensure that our Compliance Standards and Procedures are met. Vendors must disseminate this Summary and applicable policies to their employees. Vendors and their employees are required to adhere to the Facility’s Program and individual policies and procedures as they relate to fraud, waste and abuse.

Compliance Standards

Services must be compliant to all Federal and New Jersey laws, rules and regulations for Skilled Nursing Facilities, including but not limited to Federal and State laws prohibiting the filing of false claims. These laws are listed below and, as required by Section 6032 of the Deficit Reduction Act of 2005, are summarized in our policy, entitled *Compliance with Applicable Federal and State False Claims Acts: Overview of the Laws Regarding False Claims and Whistleblower Protections*.

- Federal False Claims Act, 31 U.S.C. §§ 3729-3733
- Federal Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812
- New Jersey Medical Assistance and Health Services Act – Criminal Penalties, N.J.S.A. 30:4D-17(a) – (d)
- New Jersey Medical Assistance and Health Services Act – Civil Remedies, N.J.S.A. 30:4D-7.h; N.J.S. 30:4D-17(e) – (i); N.J.S.A. 30:4D017.1.a
- Health Care Claims Fraud Act, N.J.S.A 2C:21-4.2 and 4.3; N.J.S.A. 2C:51-5
- Conscientious Employee Protection Act, N.J.S.A 34:19-1 et seq.

- New Jersey False Claims Act, N.J.S.A. 2A:32C-1 to 2A:32C-18, and amending N.J.S. 30:4D-17(e)
- Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) and its implementing regulation, 42 C.F.R. §1001.952

Government Guidelines. In order to be effective, it is recommended that a Compliance Program follow the seven standards outlined in the Federal government's Sentencing Guidelines for Corporations. Moreover, in rules which will become effective on November 28, 2019, the Centers for Medicare and Medicaid Services (CMS) outlined its requirements for an effective compliance and ethics program. In addition, the Medicaid Fraud Division of the NJ State Comptroller's Office has also recommended specific elements that a Program should contain. Thus, in brief, an effective Compliance Program must:

Establish clear standards and lines of communication; be administered by a designated Compliance Officer; provide that all positions involving significant discretionary decision-making are filled by honest employees; periodically conduct training; establish a system for monitoring and auditing; provide for an enforcement mechanism to deal with violations of the established standards, including disciplinary policies; and respond effectively to such violations by implementing corrective action.

Preakness' Compliance Standards. Our Compliance and Ethics Program incorporates all of the elements enumerated above. Moreover, our Program is applicable to billings, payments, medical necessity, quality of care, governance, credentialing and other identified risk areas. Specifically, The Facility has set standards relating to:

Quality of Services. The Facility is committed to providing and ensuring that each resident receives all care and services needed to attain and maintain their highest practicable level of physical, emotional and social well-being, in accordance with individual assessments and comprehensive, person-centered care plans. Residents' medical conditions are assessed upon admission and throughout their stay, in accordance with all applicable federal and state regulations and within proscribed time limits.

Preakness provides rehabilitative services, such as physical therapy, occupational therapy, speech-language pathology and mental health services, but only to the extent that these services are reasonable and necessary for the treatment of the resident.

Allegations of resident abuse, mistreatment, neglect, exploitation or misappropriation of resident property must be immediately reported to the appropriate supervisor and investigated in accordance with all applicable rules and regulations.

Documentation and Billing. All billing must be accurate and truthful and based on adequate documentation of the medical justification for the services provided.

All resident assessment documents, including but not limited to Minimum Data Sets (MDS) and Care Area Assessments, must be fully, timely, and accurately completed in accordance with all applicable federal, state, and local rules and regulations.

Referrals. In compliance with federal and state anti-referral laws, Preakness does not pay incentives to any personnel based upon the number of persons admitted or the value of services provided. Nor does Preakness pay physicians, or anyone else, either directly or indirectly, for resident referrals. Preakness also does not accept any form of remuneration in return for referring our residents to other health care providers.

Compliance Procedures

Reporting and Complaint Procedures. You are required to report suspected misconduct or possible violations of Federal or State laws and regulations related to Preakness or violations of the Facility's Compliance and Ethics Program to our Compliance Officer. Moreover, you are invited to raise any question you might have about potentially unethical or illegal conduct with the Facility's Compliance Officer.

You may also report compliance issues or concerns to the Compliance Hotline. In addition, written reports can be placed in the Compliance Box located in the Facility's rotunda. The Compliance Officer will conduct an appropriate inquiry and as necessary, will institute remedial action.

<u>Compliance Officer</u>	Ph: (862) 345-5902
Jack Reno	Email: jreno@passaiccountynj.org
<u>Compliance Hotline</u>	Ph: (973) 585-2151

Other Hotline Numbers:

- The New Jersey Medicaid Fraud Reporting Numbers: 888-937-2835
- The New Jersey Insurance Fraud Prosecutor: 877-55-Fraud
- The Federal Office of Inspector General's Fraud Hotline: 1-800-447-8477

No Retaliation Allowed. Retaliation in any form against an individual who in good faith reports possible unethical or illegal conduct is strictly prohibited and is itself a serious violation of the Code of Conduct.

Compliance Assurance Reviews. The Facility has a system for self-assessment of risk. The Compliance Officer will ensure that reviews of documentation, billing, and business practices and other risk areas are conducted on a periodic basis.

Investigations and Corrective Action. The Compliance Officer conducts or oversees investigations of all compliance issues. You are expected to cooperate with all such investigations. We also require that you assist in the resolution of compliance issues, as appropriate. Corrective actions may include,

but are not limited to: training; modifying or creating procedures; imposing disciplinary actions; and/or voluntary disclosure or refund to appropriate payers.

Training. The Facility holds training sessions which focus on legal requirements and compliance standards. Anyone involved in completing reimbursement related documents or in generating these documents must be trained in the applicable rules and regulations for Medicare, Medicaid and other third party payers.

Vendors. Compliance policies and procedures are disseminated to vendors for distribution to their employees and managers. Vendors must disseminate these policies to their employees. Vendors and their employees are required to adhere to Preakness' policies and procedures as they relate to fraud, waste and abuse. Vendors must represent and warrant that neither Vendor, nor, if applicable, any of its employees have been excluded from any federal or state healthcare program, that no basis for such exclusion exists, and that it (or they) has/have not been subject to any final adverse action as defined under the National Practitioner Data Bank ("NPDB") (formerly, the Health Care Fraud and Abuse Data Collection Program). Vendor agrees to immediately notify the Facility if it is subject to an inquiry, investigation, or final adverse action by a governmental agency, third party payer, or intermediary as to the provision of services under its Agreement with Preakness.

Excluded, Unlicensed or Uncertified Individuals or Entities. The Facility does not employ or contract with individuals or entities that are excluded from participating in federal health care programs or that are not licensed or certified (as applicable) to practice their profession.

On a monthly basis, the following databases are searched to verify that any current or prospective employees (regular or temporary), contractors or subcontractors who directly or indirectly will be furnishing, ordering, directing, managing or prescribing items or services are not excluded or debarred:

- Federal exclusions databases:
<https://exclusions.oig.hhs.gov/>
- New Jersey debarment list: <http://www.nj.gov/comptroller/doc/njdebarmentlist.pdf>
- N.J. Treasurer's exclusions database:
<http://www.state.nj.us/treasury/revenue/debarment/debsearch.shtml>
- N.J. Division of Consumer Affairs licensure databases:
<http://www.njconsumeraffairs.gov/Pages/verification.aspx>
- N.J. Department of Health and Senior Services licensure database
<http://www.state.nj.us/health/healthfacilities/search.shtml>
- New Jersey Dept. of Health licensure database:
<http://njna.psiexams.com/search.isp>

If any excluded, debarred, unlicensed/uncertified individual or entity employed by, or contracted with, the Facility is discovered through the monthly search, the Compliance Officer must be immediately notified. Upon confirmation that the individual or entity is excluded/debarred, or unlicensed/uncertified, written notification will be provided to:

The Office of the State Comptroller
Medicaid Fraud Division
P.O. Box 025
Trenton, NJ 08625-0025

The Facility reserves the right to refuse business in the event the vendor or any of its employees have been sanctioned or excluded from any state or federal health care program initially or on an on-going basis. All contracts written, implied or otherwise will be considered null and void at Preakness Healthcare Center's discretion, if a vendor or any of its employees or agents have been sanctioned or excluded from any state or federal healthcare program.

* * *

The above information is a summary of the Preakness Healthcare Center's Compliance and Ethics Program. If you wish to obtain a copy of our complete code of conduct and compliance standards and procedures, please contact the Compliance Officer.

Please sign below acknowledging receipt of the Preakness Healthcare Facility's Summary of the Compliance and Ethics Program and your agreement to abide by the Program's provisions.

Vendor

Date

Please return the completed acknowledgement to:

**Preakness Healthcare Center
Attention: Compliance Officer
305 Oldham Road
Wayne, NJ 07470**

For more information, please contact us (or visit our website) at:

**Phone: (973) 317-7020
www.passaiccountynj.org/**

**HIPAA BUSINESS ASSOCIATE AGREEMENT / QUALIFIED SERVICE
ORGANIZATION AGREEMENT**

This Business Associate Agreement, dated as of _____, 2025 (“BA Agreement”), supplements and is made a part of the Services Agreement (as defined below) by and between **PREAKNESS HEALTHCARE CENTER** (“Covered Entity”) and [] (“Business Associate”). Covered Entity and Business Associate may be referred to herein collectively as the “Parties” or individually as “Party”.

WHEREAS, Covered Entity and Business Associate are parties to the Services Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate’s services, Business Associate creates, receives, maintains or transmits Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), and related regulations promulgated by the Secretary (“HIPAA Regulations”); and

WHEREAS, Business Associate qualifies as a “business associate” (as defined by the HIPAA Regulations) of its clients, which means that Business Associate has certain responsibilities with respect to the Protected Health Information of its clients; and

WHEREAS, in light of the foregoing and the requirements of HIPAA, the HITECH Act, and HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Definitions.

General. Terms used, but not otherwise defined, in this BA Agreement shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.

Specific.

Breach. “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.

Electronic Health Record. “Electronic Health Record” shall have the same meaning as the term “electronic health record” in the HITECH Act, Section 13400(5).

Electronic Protected Health Information. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 CFR § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.

Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164.

Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

Qualified Service Organization Agreement. “Qualified Service Organization Agreement” shall have the same meaning as defined in 42 CFR 2.12(c)(4).

Required By Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.

Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

Security Rule. “Security Rule” shall mean the Security Standards at 45 CFR Part 160 and Part 164.

Services Agreement. “Services Agreement” shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information. The Services Agreement is amended by and incorporates the terms of this BA Agreement.

Subcontractor. “Subcontractor” shall have the same meaning as the term “subcontractor” in 45 CFR § 160.103.

Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 CFR § 164.402.

Obligations and Activities of Business Associate.

Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Services Agreement, this BA Agreement or as Required By Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate. Without limiting the foregoing, to the extent the Business Associate will carry out one or more of the Covered Entity’s obligations under the Privacy Rule, Business Associate shall

comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

Qualified Service Organization. Business Associate acknowledges that it may also be a Qualified Service Organization as defined in 42 CFR 2.11 and as such: (i) acknowledges that, to the extent it receives, stores, processes or otherwise deals with any information, whether recorded or not, relating to a patient received or acquired by a federally assisted alcohol or drug program, it is fully bound by the regulations in 42 CFR Part 2; and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to any information, whether recorded or not, relating to a patient received or acquired by a federally assisted alcohol or drug program, except as permitted by 42 CFR Part 2.

Appropriate Safeguards. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule to prevent the use or disclosure of the Protected Health Information other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:

Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the Security Rule; and

Ensure that any Subcontractor to whom Business Associate provides Electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards and comply, where applicable, with the Security Rule to protect Electronic Protected Health Information and comply with the other requirements of Section 2(a) above.

Reporting. Business Associate agrees to promptly, and in any event within three (3) business days, report to Covered Entity any of the following:

Any use or disclosure of Protected Health Information not permitted by this BA Agreement of which Business Associate becomes aware.

Any Security Incident of which Business Associate becomes aware.

The discovery of a Breach of Unsecured Protected Health Information.

A Breach is considered “discovered” as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach. Any such notice shall be directed to Covered Entity pursuant to the notice provisions of the Services Agreement or to the Privacy Officer of Covered Entity.

Investigation. Business Associate shall reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach.

Reports and Notices. Business Associate shall reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA, HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.

Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its employees, officers, Subcontractors or agents in violation of the requirements of this BA Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information). Business Associate shall keep Covered Entity fully apprised of all mitigation efforts of the Business Associate required under this Section 2(g).

Subcontractors. Business Associate shall ensure that any Subcontractor to whom Business Associate provides Protected Health Information received from, or created, maintained, received or transmitted by, Business Associate on behalf of Covered Entity agrees in writing to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.

Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, within three (3) business days of such request, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Regulations. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Regulations at the request of Covered Entity or an Individual, within three (3) business days of any such request. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

Access to Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the

Secretary, within three (3) business days of such request or in the time and manner otherwise designated by the Secretary or Covered Entity, for purposes of the Secretary or Covered Entity determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act.

Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, within twenty (20) days of a request by Covered Entity, information collected in accordance with Section 2(l) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

Permitted Uses and Disclosures by Business Associate.

Services Agreement. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate HIPAA, HIPAA Regulations or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that (i) disclosures are Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Permissible Requests by Covered Entity. Except as set forth in Section 3 of this BA Agreement, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination.

Term. This BA Agreement shall be effective as of the date of this BA Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created, received or maintained by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of the terms of this BA Agreement, Covered Entity shall either:

Provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this BA Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion; or

Notwithstanding anything contained in the Services Agreement to the contrary, if Business Associate has breached a material term of this BA Agreement and cure is not possible, immediately terminate: (A) this BA Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion.

Effect of Termination.

Except as provided in Section 5(c)(ii), upon termination of this BA Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Indemnity. Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its employees, directors/trustees, members, professional staff, representatives and agents (collectively, the "Indemnitees") from and against any and all claims (whether in law or in equity), obligations, actions, causes of action, suits, debts, judgments, losses, fines, penalties, damages, expenses (including attorney's fees), liabilities, lawsuits or costs incurred by the Indemnitees

which arise or result from a breach of the terms and conditions of this BA Agreement or a violation of HIPAA, the HITECH Act or HIPAA Regulations by Business Associate or its employees or agents.

Compliance with HIPAA Transaction Standards. When providing its services and/or products, Business Associate shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA (“Covered Transactions”). Business Associate will make its services and/or products compliant with HIPAA’s standards and requirements no less than thirty (30) days prior to the applicable compliance dates under HIPAA. Business Associate represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. Business Associate agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees. Business Associate shall require all of its agents and Subcontractors (if any) who assist Business Associate in providing its services and/or products to comply with the terms of this Section 7.

Miscellaneous.

No HIPAA Agency Relationship. It is not intended that an agency relationship (as defined under the Federal common law of agency) be established hereby expressly or by implication between Covered Entity and Business Associate for purposes of liability under HIPAA, HIPAA Regulations, or the HITECH Act. No terms or conditions contained in this BA Agreement shall be construed to make or render Business Associate an agent of Covered Entity.

Regulatory References. A reference in this BA Agreement to a section in HIPAA, HIPAA Regulations, or the HITECH Act means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

Amendment. The Parties agree to take such action as is necessary to amend the Services Agreement and/or this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations and the HITECH Act.

Survival. The rights and obligations of Business Associate under Sections 5(c), 6 and 8 of this BA Agreement shall survive the termination of the Services Agreement and this BA Agreement.

Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HIPAA Regulations and the HITECH Act.

Miscellaneous. The terms of this BA Agreement are hereby incorporated into the Services Agreement. Except as otherwise set forth in Section 8(e) of this BA Agreement, in the event of a conflict between the terms of this BA Agreement and the terms of the Services Agreement, the terms of this BA Agreement shall prevail. Business Associate’s obligations hereunder shall not be subject to any limitations of liability or remedies in the Services Agreement. The terms of the

Services Agreement which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. This BA Agreement shall be governed by, and construed in accordance with, the laws of the state where the Covered Entity is located, exclusive of conflict of law rules. Each Party hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the courts of the state where the Covered Entity is located in the county where the Covered Entity is located. The Services Agreement together with this BA Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former business associate agreement or addendum entered into by the Parties. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BA Agreement shall be deemed original signatures to this BA Agreement. No amendments or modifications to the BA Agreement shall be effective unless agreed upon by both Parties in writing.

Respondents that are qualified and awarded a contract will be required to sign the HIPAA Business Associate Agreement.

IN WITNESS WHEREOF, the Parties have executed this BA Agreement as of the date set forth above.

PREAKNESS HEALTHCARE CENTER

[Insert BUSINESS ASSOCIATE]

By: _____

Name:

Title:

By: _____

Name:

Title:

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following addenda. If no addenda were issued, check the "No addenda were received" box.

This form must be returned with your bid response regardless of if addenda were issued.

Addenda Number

Date

☐

No addenda were received

Name of Respondent (i.e. Company Name) *(Please Print)*: _____

Signature of Authorized Representative: _____

Name *(Please Print)*: _____

Title *(Please Print)*: _____

Date: _____

*Signature is required only if an addendum was issued.

STATEMENT OF OWNERSHIP

*All parts must be carefully reviewed and completed to the extent applicable.
Any material errors or omissions will result in the rejection of a bidder's entire submission.*

PART 1

(Part 1 must be completed by all bidders)

1) Full Legal/Corporate Name of Bidder: _____
(hereafter, "Bidder")

2) Bidder's Entity Type (check one):

Corporation	☐
S Corporation	☐
Limited Liability Company	☐
Partnership	☐
Limited Partnership	☐
Limited Liability Partnership	☐
Sole Proprietorship	☐
Other: _____	☐

3) Does any individual own a 10% or greater interest in the Bidder? (check one):

Yes	☐
No	☐

4) Does any entity own a 10% or greater interest in the Bidder? (check one):

Yes	☐
No	☐

5) Does any individual or entity own a 10% or greater interest in an entity described in Question 4 above? (check one):

Yes	☐
No	☐
Not Applicable	☐

PART 2

(Part 2 must be completed if Bidder is a Corporation, S Corporation, or Limited Liability Company)

Date of Incorporation: _____ **Place of Incorporation:** _____

Business Address: _____

Business Telephone: _____ **Business Fax:** _____

PART 3A

(Part 3A must be completed if you answered "Yes" to Part I, Question 3)

In accordance with N.J.S.A. 52:25-24.2, you must provide the legal names and addresses of **all individuals holding a ten percent (10%) or greater interest in the Bidder** (i.e., of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be).

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

(Attach additional sheets if necessary)

PART 3B

(Part 3B must be completed if you answered "Yes" to Part I, Question 4)

In accordance with N.J.S.A. 52:25-24.2, you must provide the legal names and addresses of **all entities holding a ten percent (10%) or greater interest in the Bidder** (i.e., if any stockholder or partner or member holding a ten percent (10%) or greater interest in Bidder is itself a corporation or partnership or limited liability company).

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

(Attach additional sheets if necessary)

PART 3C

(Part 3C must be completed if you answered "Yes" to Part 1, Question 5)

In accordance with N.J.S.A. 52:25-24.2, you must provide the legal names and addresses of **all individuals and entities holding a ten percent (10%) or greater interest in any entity listed in Part 3B hereinabove.**

Name: _____

Address: _____

Name: _____

Address: _____

(Attach additional sheets if necessary)

PART 4

(Part 4 is optional, and may be completed in lieu of Parts 3B and/or 3C with respect to any publicly traded entity that is a direct or indirect parent entity of the Bidder)

To comply with N.J.S.A. 52:25-24.2, a bidder with any direct or indirect parent entity which is publicly traded may submit:

- 1) 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
- 2) 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.

Any response to Part 4 must be provided through separately attached document(s) including all information, website links, and page numbers required by N.J.S.A. 52:25-24.2.

PART 5

(Part 5 must be completed and signed by an individual on behalf of the Bidder)

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Bidder, and that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Passaic ("County") is relying on the information contained herein, and that the Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County to notify the County in writing of any changes to the information contained herein. I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

Signature: _____ **Date:** _____

Name (please print): _____

Title (please print): _____

CERTIFICATION

Name of Respondent (i.e. Company Name) *(Please Print)*: _____

submits the following certification for the

Agency Clinical Staff for the County of Passaic Departments and Institutions

RFQ-27-041

Contract Period: January 1, 2027 through December 31, 2027

To the Passaic County Board of County Commissioners:

The undersigned hereby declares that they have carefully examined the Request for Qualifications and that they will contract to carry out and complete the professional services requested pursuant the following declarations and conditions:

1. The qualification submitted contains accurate, factual, and complete information;
2. The Respondent is qualified and licensed to provide the services requested by the County;
3. The Respondent's participation in the matters contemplated by **RFQ-27-041** will not create any conflict of interest for the firm or any of its officers or employees;
4. The Respondent is an equal opportunity employer and does not discriminate against applications or employees on the basis of race, color, religion, sex, age, disability, national origin, or ancestry;

I certify that the foregoing statement made are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Name of Respondent (i.e. Company Name) *(Please Print)*: _____

Signature of Authorized Representative: _____

Name *(Please Print)*: _____

Title *(Please Print)*: _____ **Date:** _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Part 1: Certification

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the State of New Jersey Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review the list prior to completing the certification below. Failure to complete the certification will render a bidder's proposal non-responsive.

PLEASE CHECK THE APPROPRIATE BOX:

☐

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed herein nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐

I am unable to certify as above because the bidder and/or one of more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Please provide further information related to investment activities in Iran.

Name _____ Relationship to Bidder/Offendor _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offendor
Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that Passaic County is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Passaic County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Bidder (i.e. Company Name) (Please Print): _____

Signature of Authorized Representative: _____

Name (Please Print): _____

Title (Please Print): _____ **Date:** _____

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a State agency, including a local government agency, for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the County of Passaic finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CERTIFICATION

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☐ **A.** That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.](#)
- OR**
- ☐ **B.** That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.](#)
- OR**
- ☐ **C.** That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets if Necessary.)

Signature of Vendor’s Authorized Representative	Date
Print Name and Title of Vendor’s Authorized Representative	Vendor’s FEIN,EIN, or FTIN
Vendor’s Name (i.e. Company Name)	Vendor’s Phone Number
Vendor’s Address (Street Address)	Vendor’s Fax Number
Vendor’s Address (City/State/Zip Code)	Vendor’s Email Address

Definitions:

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Passaic

ss:

I, _____ residing in _____ in the County of _____ and State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the Respondent making this proposal for the request for qualifications of professional services entitled **Agency Clinical Staff for the County of Passaic Departments and Institutions**, and that I executed the said proposal with full authority to do so, that said Respondent has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named qualification, and that all statements contained in the Respondent's proposal and in this affidavit are true and correct, and made with full knowledge that the County of Passaic relied upon the truth of the statements contained in said request for qualifications and in this affidavit in qualifying the Respondent to provide legal services to the County.

Name of Respondent (i.e. Company Name) (Please Print): _____

Signature of Authorized Representative: _____

Name (Please Print): _____

Title (Please Print): _____ **Date:** _____

Subscribed and sworn to before me on this
_____ day of _____, _____.

Signature of Notary Public

MBE/WBE PROGRAM CERTIFICATION FORM

Pursuant to N.J.S.A. 40A:11-42, et seq., on October 26, 2021, the Board of County Commissioners of the County of Passaic passed Resolution No. R20210933, establishing the Minority Business Enterprise and Women Business Enterprise Set-Aside and Joint Venture Program. The County of Passaic ("County") created the Set-Aside and Joint Venture Program to promote economic inclusion and ensure the County's procurement practices advance equal opportunities for all willing and able businesses.

Minority Business Enterprise (MBE)

Pursuant to N.J.S.A. 40A:11-41(d), a qualified minority business enterprise is a business which has its principal place of business in the State of New Jersey, is independently owned and operated, is at least 51 percent owned and controlled by minority group members and is qualified pursuant to N.J.S.A. 40A:11-25. Minority group members are persons who are black, Hispanic, Portuguese, Asian-American, American Indian or Alaskan natives, as defined under N.J.S.A. 40A:11-41(b).

Women's Business Enterprise (WBE)

Pursuant to N.J.S.A. 40A:11-41(c), a qualified women's business enterprise is a business which has its principal place of business in the State of New Jersey, is independently owned and operated, is at least 51 percent owned and controlled by women and is qualified pursuant to N.J.S.A. 40A:11-25.

Section I. Please select the appropriate box below:

- ☐ Qualified Minority Business Enterprise (MBE).
- ☐ Qualified Women Business Enterprise (WBE).
- ☐ Qualified Minority Business Enterprise and Women Business Enterprise (MWBE).
- ☐ None of the above.

Section II. If your business is a qualified MBE, WBE or MWBE, please provide a Certificate issued by the State of New Jersey and complete this Section.

1. I hereby certify my business is a qualified MBE, WBE or MWBE, as evidenced by the enclosed Certificate issued by the State of New Jersey. I understand the County may reject my bid for failure to provide an MBE, WBE or MWBE Certificate prior to an award of contract.
2. I understand qualification for the County of Passaic's Minority Business Enterprise and Women Business Enterprise Set-Aside and Joint Venture Program is subject to audit.
3. I understand the terms of the County's Set-Aside and Joint Venture Program, as stated in Resolution No. R20210933, attached hereto as **Appendix A**.
4. I understand if the County determines a vendor has been classified as a qualified MBE, WBE or MWBE based on false information knowingly supplied by the vendor and the vendor has been awarded a contract to which it would not otherwise have been entitled to under N.J.S.A. 40A:11-41, et seq., the County may do all or any of the following in accordance with the requirements set forth in N.J.S.A. 40A:11-47:

- a. Assess against the vendor any difference between the contract and what the County's cost would have been if the contract had not been awarded to the vendor;
- b. In addition to the amount due under section a., assess against the vendor a penalty in an amount of not more than 10% of the amount of the contract involved; and
- c. Order the business ineligible to transact any business with the County of Passaic for a period to be determined by the County.

Name of Bidder (i.e. Company Name) *(Please Print)*: _____

Signature of Authorized Representative: _____

Name *(Please Print)*: _____

Title *(Please Print)*: _____ **Date:** _____

FORM W-9, DEPARTMENT OF THE TREASURER INTERNAL REVENUE SERVICE

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.																																													
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.																																															
Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)																																														
	2 Business name/disregarded entity name, if different from above.																																														
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____																																														
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)																																														
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐																																														
	5 Address (number, street, and apt. or suite no.). See instructions.																																														
	6 City, state, and ZIP code																																														
7 List account number(s) here (optional)																																															
7 Requester's name and address (optional)																																															
Part I Taxpayer Identification Number (TIN)																																															
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																															
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td></tr><tr><td colspan="9" style="text-align: center;">OR</td></tr><tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>			Social security number																		OR									Employer identification number																	
Social security number																																															
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Employer identification number																																															
Part II Certification																																															
Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined below); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																															
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">Sign Here</td><td style="width: 40%;">Date</td></tr><tr><td>Signature of U.S. person</td><td></td></tr></table>			Sign Here	Date	Signature of U.S. person																																										
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Signature of U.S. person																																															

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

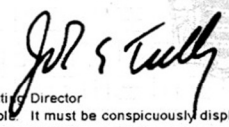
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SAMPLE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

APPENDIX A

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE SET-ASIDE AND JOINT VENTURE PROGRAM FOR THE COUNTY OF PASSAIC

Res-Pg:o.24-1

County of Passaic Board of County Commissioners

OFFICE OF COUNTY COMMISSIONERS

Director Pasquale "Pat" Lepore
Deputy Director Bruce James
Assad R. Akhter
John W. Bartlett
Theodore O. Best, Jr.
Terry Duffy
Cassandra "Sandi" Lazzara

401 Grand Street
Paterson, New Jersey 07505
Tel: 973-881-4402
Fax: 973-742-3746

Anthony J. De Nova III

Administrator

Matthew P. Jordan, Esq.

County Counsel

Louis E. Imhof, III, RMC

Clerk Of The Board



Public Meeting (Board Meeting)

Date: Oct 26, 2021 - 5:30 PM

Location: County Administration Building
220
401 Grand Street
Paterson, NJ 07601

Agenda: RESOLUTION ESTABLISHING A MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE SET-ASIDE AND JOINT VENTURE PROGRAM FOR THE COUNTY OF PASSAIC, PURSUANT TO N.J.S.A. 40A:11-42 ET SEQ., ALL AS NOTED IN THE RESOLUTION.

THIS RESOLUTION WAS REQUESTED BY:

REVIEWED BY:

Anthony J. De Nova III
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND LEGALITY:

Matthew P. Jordan, Esq.
COUNTY COUNSEL

Administration and Finance

COMMITTEE NAME

Official Resolution#		R20210933							
Meeting Date		10/26/2021							
Introduced Date		10/26/2021							
Adopted Date		10/26/2021							
Agenda Item		o-24							
CAF #									
Purchase Req. #									
Result		Adopted							
COMMISSIONER		PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.	RECU.
Lepore		✓				✓			
James		✓		✓		✓			
Akhter		✓				✓			
Bartlett		✓				✓			
Best Jr.		✓				✓			
Duffy		✓				✓			
Lazzara		✓			✓	✓			

PRES.= present ABS.= absent
MOVE= moved SEC= seconded
AYE= yes NAY= no ABST.= abstain
RECU.= recuse

Dated: October 27, 2021

Res-Pg:o.24-2

**RESOLUTION ESTABLISHING A MINORITY BUSINESS ENTERPRISE AND WOMEN
BUSINESS ENTERPRISE SET-ASIDE AND JOINT VENTURE PROGRAM FOR THE
COUNTY OF PASSAIC, PURSUANT TO N.J.S.A. 40A:11-42 ET SEQ.**

WHEREAS, the County of Passaic (hereafter "County") is a body politic and corporate pursuant to N.J.S.A. 40:18-1 and vested with all rights contained therein; and

WHEREAS, pursuant to N.J.S.A. 40:20-1 the Board of County Commissioners of the County of Passaic (hereafter "Board") is vested with managing the property, finances, and affairs of the County; and

WHEREAS, the Board desires to affirm their commitment to economic inclusion and wishes to ensure that the County's business practices promote equal opportunities to compete for all willing and able businesses eligible to contract with the County for construction, architecture, engineering, and other professional services, and for the procurement of other goods and services; and

WHEREAS, the Board has been analyzing the County's procurement practices and policies and closely monitoring contracts with Minority Business Enterprise (hereafter "MBE") and Women Business Enterprise (hereafter "WBE") vendors and has determined the best course of action is to establish a formalized set-aside program, pursuant to N.J.S.A. 40A:11-42; and

WHEREAS, pursuant to N.J.S.A. 40A:11-41, a MBE is a business that is at least 51 percent owned by minority group members and has its principal place of business in New Jersey, a WBE as a business that is at least 51 percent owned by women and has its principal place of business in New Jersey; and

WHEREAS, the cities of Atlanta, New York, the District of Columbia, the County of Essex, the County of Hudson, and the County of Bergen and a number of other counties and municipalities have had success in increasing MBE and WBE contract participation and utilization through Joint Ventures in the procurement process; and

WHEREAS, in December of 2016, the Minority Business Development Agency of the United States Department of Commerce developed a report looking at practices within NJ and throughout the country entitled, "Contracting Barriers and Factors Affecting Minority Business Enterprises", finding that "both discriminatory and non-discriminatory actions lead to a contracting disparity for MBEs;" and

WHEREAS, pursuant to N.J.S.A. 40A:11-42, the Board is empowered to enact, by Resolution, a set-aside program to attract the participation of qualified MBEs and WBEs; and

WHEREAS, the Board has determined that a Minority Business Enterprise and Women Business Enterprise Set-Aside and Joint-Venture program will best support and affirm the County's commitment for greater economic inclusion for all residents of the County.

WHEREAS, this matter was discussed at the September 29, 2021 meeting of the Administration and Finance Committee and is being recommended to the Board for approval; and

NOW THEREFORE LET IT BE RESOLVED, that pursuant to N.J.S.A. 40A:11-42 et seq., the Board of County Commissioners of the County of Passaic hereby authorize the County Administrator to Amend the Administrative Code of the County of Passaic to establish a Minority Business Enterprise and Women Business Enterprise Set-Aside and Joint-Venture program as follows:

Section 1. Definitions.

"Set-Aside" has the same meaning as set forth in N.J.S.A. 40A:11-41 as "(1) a contract for goods, equipment, construction, or services which is designated as a contract for which bids are invited and accepted only from qualified minority business enterprises or qualified women's business enterprises, as appropriate, (2) a portion of a contract when that portion has been so designated, or (3) any other purchase or procurement so designated. "

"Contract" shall mean any agreement, including but not limited to a purchase order or a formal agreement which is legally binding relationship enforceable by law, between a vendor who agrees to provide or perform goods or services and the County of Passaic which agrees to compensate a vendor as defined by and subject to the terms and conditions of the agreement. A

Introduced on: October 26, 2021
Adopted on: October 26, 2021
Official Resolution#: R20210933

Res-Pg:o.24-3

contract may include an arrangement whereby a vendor compensates a contracting unit for the vendor's right to perform a service, such as, but not limited to, operating a concession.

"Joint Venture" shall mean an association of one or more Minority Business Enterprise or Women Business Enterprise in combination with one or more non-MBE/WBE business enterprise, proposing to perform as a single for-profit enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the contract. The County is to issue payment for services to Joint Ventures on checks to be endorsed by each partner of the enterprise; and,

"Goods and Nonprofessional Services" shall mean such goods and services from vendors typically procured through the County's straight bid process pursuant to N.J.S.A. 40A:11-4.

"Professional Services" shall mean services rendered or performed by a person authorized by law to practice a recognized profession, whose practice is regulated by law, and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training. Professional services may also mean services rendered in the provision or performance of goods or services that are original and creative in character in a recognized field of artistic endeavor.

Section 2. Goals.

For the fiscal year beginning on January 1, 2022, and for every year thereafter, goals are hereby established for qualified business participation and shall be obtained, unless prohibited by any Federal, State or local law, for any contract advertised, or if not advertised after the effective date of this section, the MBE/WBE Set-aside and Joint Venture program created herein shall have the goals of contracts awarded as set forth below, and shall serve as the initial goals for the County of Passaic to pursue. At any time, the Board of County Commissioners of the County of Passaic may, at their discretion, revise the goals established herein by subsequent resolution.

(a) For Goods and Nonprofessional Services, the initial goals are as follows:

- (1) WBE: Ten percent (10%) total average "spend" on contracts for Nonprofessional Services awarded to WBEs and with the goal to increase same to twenty percent (20%) by 2024 by way of set-asides.
- (2) MBE: Ten percent (10%) total average "spend" on contracts for Nonprofessional Services awarded to MBEs and with the goal to increase same to twenty percent (20%) by 2024 by way of set-asides.

(b) For Professional Services, the initial goals are as follows:

- (1) WBE: Ten percent (10%) total average "spend" on contracts for Professional Services awarded to WBEs and with the goal to increase same to twenty percent (20%) by 2024 by way of set-asides.
- (2) MBE: Ten percent (10%) total average "spend" on contracts for Professional Services awarded to MBEs and with the goal to increase same to twenty percent (20%) by 2024 by way of set-asides.

(c) For Construction Contracts, the initial goals are as follows:

- (1) WBE: Ten percent (10%) total average "spend" on Construction contracts awarded to WBEs and increasing same to twenty percent (20%) by 2024 by way of set-asides or Joint Venture.
- (2) MBE: Ten percent (10%) total average "spend" on Construction contracts awarded to MBEs and increasing same to twenty percent (20%) by 2024 by way of set-asides or Joint Venture.

Introduced on: October 26, 2021
Adopted on: October 26, 2021
Official Resolution#: R20210933

Res-Pg:o.24-4

The above stated percentages relate to the total dollar value of all County contracting departments and contracting agencies to be set aside for qualified businesses, as appropriate, as goals for County departments and contracting agencies to achieve by the end of each year.

Section 3. Duties of the Purchasing Agent

(a) The County will pay by reimbursement the \$100 certification fee for first-time registrants who wish to become certified as WBEs or MBEs, in accordance with procedures adopted by the Purchasing Agent.

(b) The Purchasing Agent may forego awarding a contract pursuant to this section, under the following conditions: (i) an emergency exists, as a specific, documented and definable danger to public health, safety or welfare; (ii) where an eligible MBE or WBE Joint Venture or set-aside is determined by the Purchasing Agent to be unqualified or ineligible to perform the contract; (iii) where the Purchasing Agent determines that two (2) bids from qualified MBE, WBE, or a qualified Joint Venture cannot be obtained pursuant to N.J.S.A. 40A:11-46(a); or (iv) where the Purchasing Agent determines that the acceptance of the lowest responsible bid will result in the payment of an unreasonable price pursuant to N.J.S.A. 40A:11-46(b).

(c) For the purposes of Joint Ventures the bonding requirement for any contract awarded the joint entity formed, for purposes of complying with this Resolution, shall be the liability of the entity formed to satisfy same; and

(d) For all contracts advertised after the effective date of this section, the Purchasing Agent shall make a good faith effort to attain the goals established by the Board of County Commissioners of the County of Passaic pursuant to this Resolution.

(e) The policies set forth in this Resolution shall not apply to any contract to the extent that the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of New Jersey to the extent such inconsistency is not permitted under law or the home rule powers of the County, and,

Section 4. Joint Venture Requirements

(a) As a condition of being awarded a contract under this Resolution, the eligible MBE or WBE joint venture or set-aside shall continue to meet the definition and satisfy the criteria of an eligible joint venture or set-aside during the term of the contract for which the bid incentive was awarded.

(b) The joint venture contract awardee shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the Purchasing Agent, his/her designee or the Board of County Commissioners of the County of Passaic.

Section 5. Certification & Compliance Officer

(a) The Purchasing Agent in collaboration with the County Administrator shall be required to adopt policy, rules and regulations for the proper administration and enforcement of the policy set forth in this Resolution. The policy, rules and regulations to be adopted, shall include training opportunities, outreach, compliance and enforcement measures to assess the accurate representation of MBE and WBE structure, including, but not limited to the establishing of a Certification & Compliance Officer within the Division of Purchasing to ensure compliance with this Resolution and to assess the Set-aside company and/or Joint Venture's Board of Directors composition.

(b) The role of the Certification & Compliance Officer shall be as follows:

- (1) Maintain a list of eligible businesses; consult with the Purchasing Agent, and the County Administration to determine which County contracts should be set aside for participation herein; oversee outreach to qualified business enterprises; and to oversee and co-ordinate seminars for qualified businesses enterprise to expand the number of qualified business eligible to participate in this set-aside program.

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- (2) Maintain a listing of qualified businesses in the Passaic County area for use by the County's Departments and Officers.
- (3) Pursuant to N.J.S.A. 40A:11-48, submit annual written reports to the County Administrator indicating the good faith effort made by the County's contracting agencies to attain the set-aside goals. The reports shall be submitted to the Board of County Commissioners of the County of Passaic setting forth the previous annual activity. The County shall publish a list of the County's contracting agencies' attainments (goals) for the immediately preceding year, in two newspapers circulating in the County, by March 1 of each year.
- (4) Have access to all records and files of all County departments related to construction, goods and services contracts in order to monitor and review compliance.
- (5) Classify each business according to contract types in which the business represents itself to have capabilities, such a list shall be shared with all Departments, Agencies, and Divisions within the County.
- (6) Survey businesses placed on the solicitation list to determine their past and current participation in County contracts. The results may be used to ascertain the Department's good faith efforts to attain the goals as established by the County.

Section 6. Effective Date

The policies set forth herein shall take effect on January 1, 2022.

KJB

October 26, 2021

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