

## **Summary of Application for Long Term Care Facility – Transfer of Ownership – Home for the Aged License (License No. 031602)**

This summary concerns the Application for a Long Term Care Facility License - Transfer of Ownership (the “Application”) concerning Long Term Care Facility – Home for the Aged License No. 031602 (the “License”) issued to Holland Christian Home Association (“HCHA”) to operate Holland Christian Home. Holland Christian Home is located at 151 Graham Avenue, North Haledon, Passaic County, New Jersey 07508. A copy of the License is attached hereto as Exhibit A.

The Application was delivered pursuant to New Jersey Administrative Code 8:39-2.12 and concerns a proposed transaction by which Christian Health Care Center (“CH”) will affiliate with and become the sole corporate Member of HCHA.

Specifically, CH and HCHA entered into a Membership Designation Agreement (the “Agreement”) to conclude an affiliation transaction (the “Transaction”) whereby CH, a tax-exempt Section 501(c)(3) New Jersey nonprofit corporation in Wyckoff, New Jersey, will become the sole corporate Member of HCHA, a tax-exempt Section 501(c)(3) New Jersey nonprofit corporation. Pursuant to the License, HCHA operates Holland Christian Home, a 57 bed long-term care facility within a continuing care retirement community licensed by the New Jersey Department of Community Affairs.

As both of CH and HCHA are non-profit corporations, neither entity has “owners”; HCHA had individual “members”, who did not have any “percentage ownership” in HCHA. Please see attached as Exhibit B pre-Membership Designation and post-Membership Designation organizational charts for HCHA. It is proposed through the Agreement that CH become HCHA’s sole corporate Member.

CH was retained by HCHA to provide management oversight effective October 3, 2022 and continues to provide management and oversight. The Management Agreement between CH and HCHA, as amended, is attached hereto as Exhibit C. The address of CH is 301 Sicomac Avenue, Wyckoff, Bergen County, New Jersey 07481.

There is no lease for any of the real estate used by HCHA in connection with the License; HCHA owns both the land and the facility.

HCHA does not own or operate any other licensed health care facilities inside or outside of New Jersey. CH owns the facilities associated with New Jersey Department of Health License Nos. 60204, 5a005, 22391, and 100090104. Additionally, CH, through its wholly controlled affiliate Home Care Options controls all operations under License No. HP0108500. CH does not own or operate any licensed health care facilities outside of New Jersey.

### List of Exhibits

<b>Exhibit</b>	<b>Description</b>
A.	License No. 031602
B.	Pre-Membership Designation and Post-Membership Designation Organizational Charts
C.	Management Agreement by and between HCH and CH, as amended

**EXHIBIT A**

LICENSE NO. 031602

See attached.

*New Jersey Department of Health  
Division of Certificate of Need & Licensing*  
LICENSE

**HOLLAND CHRISTIAN HOME ASSOCIATION**

*Pursuant to N.J.S.A. 26:2H-1 et seq.,*

*which is hereby licensed to operate*

**HOLLAND CHRISTIAN HOME**

151 GRAHAM AVENUE - NORTH HALEDON, NJ 07508

**LONG TERM CARE FACILITY - HOME FOR THE AGED**

*consisting of:*

*Beds:*

57 Long-Term Care Beds

License #: **031602**

Effective: November 1, 2023

Expires: October 30, 2024

Issued: October 2, 2023



A handwritten signature in blue ink, appearing to read "Kaitian Baston".

Kaitian Baston  
Acting Commissioner

MUST BE POSTED IN A CONSPICUOUS PLACE IN THE FACILITY  
THIS LICENSE IS NOT TRANSFERABLE, APPLIES ONLY TO THE ABOVE LOCATION, AND TERMINATES ON NOTICE BY THE DEPARTMENT

**EXHIBIT B**

**PRE-MEMBERSHIP DESIGNATION AND POST-MEMBERSHIP DESIGNATION  
ORGANIZATIONAL CHARTS**

See Attached.

# Current Structure – Pre-Closing



Holland Christian Home  
Foundation, Inc.

(NJ tax-exempt 501(c)(3) nonprofit corp.)

Holland Christian Home  
Association (Corporate Name)

Holland Christian Home  
(Facility Name)

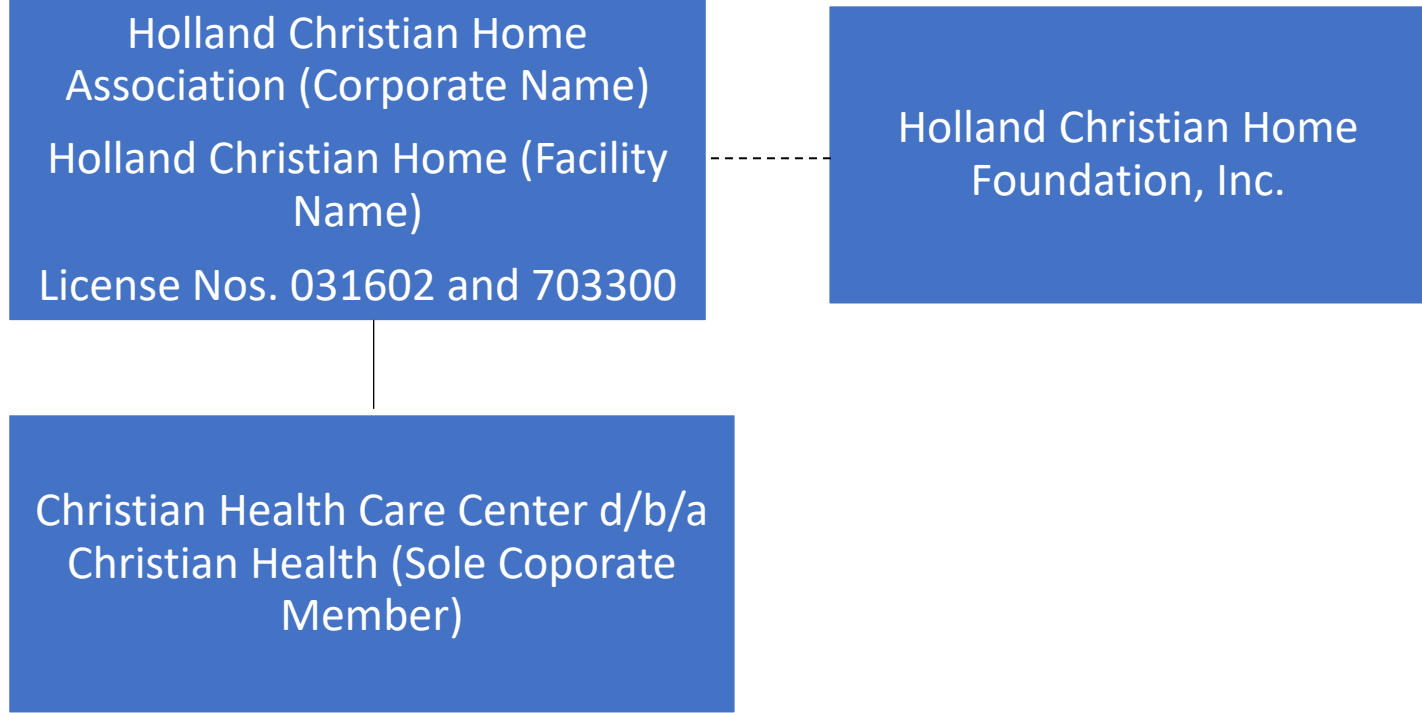
(NJ tax-exempt 501(c)(3) nonprofit corp.)

License Nos. 031602 and 703300

**Note:** HCHA has the power to elect/approve Foundation Board members and a majority of the Foundation Board must overlap with the HCHA Board.

# Proposed Structure – Post-Closing

(CHCC to become the sole Member of HCHA)



**EXHIBIT C**

MANAGEMENT AGREEMENT BY AND BETWEEN HCHA AND CH, AS AMENDED

See Attached.



## AMENDMENT TO MANAGEMENT AGREEMENT

This **AMENDMENT TO MANAGEMENT AGREEMENT** (“Amendment”) is effective as of the [ ] day of September, 2023 (the “Effective Date”) and entered into by and between **HOLLAND CHRISTIAN HOME ASSOCIATION** (“Owner”) and **CHRISTIAN HEALTH CARE CENTER** (“Manager”), each sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

### **BACKGROUND**

- A. The Parties entered into and are parties to that certain Management Agreement, dated as of October 3, 2023 (the “Agreement”).
- B. The Parties wish to extend the term and amend certain provisions of the Agreement, and mutually agree to hereby amend the Agreement as set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, each intending to be legally bound, the Parties hereby agree as follows.

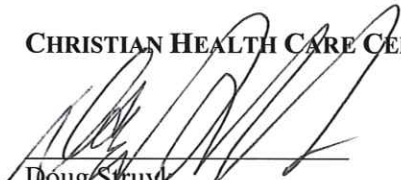
### **AGREEMENT**

1. Incorporation of Background; Definitions. The Background provisions set forth above (including, but not limited to, all defined terms set forth therein) are true and correct and are hereby incorporated by reference into this Amendment and made a part hereof as if set forth in their entirety. Capitalized terms used herein that are not otherwise defined shall have the respective meanings assigned to them in the Agreement.
2. Amendments.
  - (a) References to Executive Director and Understandings of the Parties.
    - i. The Parties acknowledge that the current Executive Director provided by Manager pursuant to Section 2.1(a) of the Agreement will retire effective September 30, 2023.
    - ii. Notwithstanding any references to the Executive Director in the Agreement, which remain unchanged pursuant to this Amendment, during the time Manager conducts its search to identify a new Executive Director, the Manager COO, also a LHNA, will temporarily fulfill all duties and obligations of the Executive Director pursuant to the Agreement.
    - iii. Moreover, after a new Executive Director is identified by Manager, the Parties will, in good faith, renegotiate the compensation to be payable to Manager for the services of the Executive Director pursuant to the Agreement and will, to the extent necessary, further amend the Agreement to reflect the compensation agreed upon by the Parties.
  - (b) Section 4.1. The phrase “September 30, 2023” set forth in Section 4.1 of the Agreement is hereby deleted and replaced with “September 30, 2024”.
3. Other. All other terms and conditions of the Agreement shall remain in full force and effect, unamended and unmodified by this Amendment.

4. Counterparts. This Amendment may be executed in any number of counterparts, including by facsimile signature or other electronic signature, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same agreement.

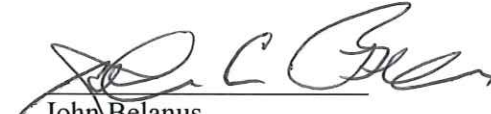
**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the Effective Date.

**CHRISTIAN HEALTH CARE CENTER**



\_\_\_\_\_  
Doug Struyk  
CEO

**HOLLAND CHRISTIAN HOME ASSOCIATION**



\_\_\_\_\_  
John Belanus  
Chair of the Board

## **MANAGEMENT AGREEMENT**

**THIS MANAGEMENT AGREEMENT** (this "Agreement") is entered into as of October 3, 2022 at 9 a.m. ("Effective Time"), by and between Holland Christian Home, a New Jersey nonprofit corporation located at 151 Graham Avenue, North Haledon, New Jersey 07508 (hereinafter the "Owner") and Christian Health Care Center, a New Jersey nonprofit corporation located at 301 Sicomac Avenue, Wyckoff, New Jersey 07481 (hereinafter, the "Manager").

**WHEREAS**, Owner owns and operates a continuing care retirement community facility located at 151 Graham Avenue, North Haledon, New Jersey (hereinafter, the "Facility");

**WHEREAS**, the Owner requires the services of a qualified manager to manage the Facility; and

**WHEREAS**, the Manager owns and operates facilities similar to the Facility, and desires to provide the services of a Licensed Nursing Home Administrator ("LNHA") to the Owner pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the premises hereof, and the covenants and obligations contained herein, the Manager and Owner agree as follows:

### **1. APPOINTMENT AND DESIGNATION.**

1.1 Grant of Authority. The Owner hereby grants the Manager, as Agent of the Owner, the general authority to provide the services set forth in this Agreement (the "Services"), which primarily consists of furnishing a LNHA as the Executive Director and Administrator of the Facility (the "Executive Director"). Subject to the terms of this Agreement, the Manager shall have the right, authority and obligation to perform the Services and take the actions described in this Agreement. For purposes of effectively providing the Services, Owner hereby agrees to provide Manager copies of all in-force resident contracts and a schedule identifying the contract applicable to each current resident upon request.

1.2 Relationship of the Parties. All actions of the Manager in performing its duties and providing Services pursuant to this Agreement shall be as the Owner's agent and for the account of the Owner.

1.3 Compliance with Laws Governing the Facility. Notwithstanding anything contained herein to the contrary, the Manager understands, acknowledges and agrees that at all times during the term of this Agreement, the Services provided pursuant to this Agreement shall be in compliance with the contracts for the residents of the Facility and all laws and limitations governing the Facility, including but not limited to state licensure laws (collectively, "Laws"). To the extent that any of these Laws require the Manager to make disclosures, provide information, undertake any action not otherwise specifically set forth in this Agreement or refrain from taking any action otherwise set forth in this Agreement, the Manager agrees to perform in accordance with said Laws as now existing or as hereinafter enacted, amended, or modified; provided, however, this Agreement in no way alters any compliance responsibilities of Owner with respect to the Laws applicable to itself and the Facility, and Manager shall have no responsibility to fund, or have liability whatsoever for, operational costs, debt service payments or any other fees, costs or expenses of the Owner or the Facility, which obligations are and remain the sole responsibility of Owner.

## **2. MANAGEMENT SERVICES.**

### **2.1 Executive Director Services.**

(a) The Manager shall provide an individual to serve as Executive Director that will have the duties and responsibilities set forth on the attached Exhibit A. The Manager will make commercially reasonable efforts to provide coverage for the Executive Director during any period he/she cannot be on site due to illness, vacation or other absence.

(b) The Executive Director will report exclusively to the Chief Operating Officer of the Manager (the "Manager COO"). In addition to the Manager COO, the Manager will provide access to the full array of its management and other leadership expertise to benefit the Executive Director and the Owner in such manner and at such times that are commercially reasonable. The Owner will retain the Facility's current LNHA (in place prior to the Effective Time) at the Owner's sole expense to provide an orderly transition to the Executive Director's control.

(c) The Executive Director will provide his/her original license for posting in the Facility.

### **2.2 Reporting; Insurance**

(a) The Owner and Manager will agree on a periodic reporting schedule from the Executive Director to each of the COO, the President and

CEO of the Manager and the Board Chair of the Owner regarding the then current operating status of the Facility. During the thirty (30) day period following the Effective Time, the Manager COO and the Board Chair of the Owner will develop a specific reporting plan to address what information will be provided to the Owner's Board of Trustees (and at what times) as well as any instances whereby the Executive Director will take direction from the Owner. At the Owner's request, a representative of the Manager shall attend the Owner's Board of Trustees meetings and present a management report on all aspects of the operations of the Facility.

(b) (i) The Owner shall ensure that

(A) all insurance coverage for the Facility is in place at all times during the term of this Agreement as follows:

- Property Insurance policy in appropriate amount(s) for properties such as the Facility;
- General Liability policy with minimum coverage limits of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate and also including Cyber Liability coverage up to \$100,000 (Security & Privacy);
- Medical Professional Liability policy (includes the Executive Director) with minimum coverage limits of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- Excess Liability policy with minimum coverage limits of \$5,000,000 for each occurrence and \$5,000,000 in the aggregate);
- Management Liability (D&O/EPL) (includes the Executive Director) with minimum coverage limit of \$10,000,000;
- Crime/Fidelity coverage with \$100,000 Employee Dishonesty on Property Insurance policy plus ERISA Bond; and
- Auto (if applicable) with minimum coverage limit of \$1,000,000; and

(B) all liability insurance policies name Manager as an additional insured.

(ii) All Owner policies and certificates of insurance shall, at all times, be available to the Manager for review.

(c) The Executive Director shall promptly notify the Owner of all actual, threatened or potential legal claims or actions affecting the Facility

that become known to him/her and shall coordinate all legal matters and proceedings with the Owner's counsel at the Owner's direction and expense.

2.3 Additional Services. The Owner and Manager may subsequently agree to additional services that are necessary or desirable in connection with the operation of the Facility. In such event, such additional services shall be set forth in an exhibit or other addendum to this Agreement and shall be deemed "Services" for all purposes hereunder and for which the Management Fee (as defined herein) may be adjusted.

### **3. COMPENSATION FOR MANAGEMENT SERVICES.**

3.1 Management Fee. As compensation for the services to be rendered by the Manager during the term of this Agreement, commencing on October 14, 2022 and on a biweekly basis thereafter, the Manager shall present an invoice to Owner (the "Invoice") detailing (a) the cost of the wages and benefits earned by any Manager-assigned Executive Director during term of this Agreement, which amount shall not exceed Eight Thousand Eight Hundred and Fifty Dollars (\$8,850.00) and (b) a supervisory management fee equal to fifteen percent (15%) of the wages and benefits presented on each Invoice pursuant to the foregoing Section 4.1(a) (collectively, the "Management Fee").

3.2 Payment of the Management Fee. The Owner shall pay the Management Fee to the Manager within ten (10) days of the date of each Invoice. At the of the Term, or any earlier termination of this Agreement, Manager shall be entitled to any unpaid Management Fee earned since the prior Invoice, with such unpaid Management Fee payable on the date of termination.

### **4. TERM OF AGREEMENT; TERMINATION.**

4.1 Term. The Term of this Agreement shall commence on the Effective Time and shall end, unless earlier terminated in accordance with the provisions hereof, on September 30, 2023 (herein referred to as the "Term").

4.2 Termination for Cause. Either party may terminate this Agreement for cause prior to the end of the Term in accordance with the following:

(a) If either party is dissolved or liquidated, or shall apply for or consent to the appointment of a receiver, trustee or liquidator of it or all or a substantial part of its assets, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or an

answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating said party a bankrupt or insolvent or approving a petition seeking reorganization of said party or appointing a receiver, trustee or liquidator for said party of all or a substantial part of its assets, and such judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days, then in case of any such event, the term of this Agreement shall expire, at the other party's option, on fifteen (15) days' written notice.

(b) If the Owner or the Manager shall fail to keep, observe or perform any material covenant, agreement, term or provision of this Agreement to be kept, observed, or performed by-it, and such default shall continue for a period of thirty (30) days, after written notice by the non-defaulting party to the other specifying the default in question and requesting that the default be cured, then in case of any such event and upon the expiration of any period of grace applicable thereto, the term of this Agreement shall expire, at the option of the non-defaulting party on fifteen (15) days' written notice to the other party.

(c) Notwithstanding any other provision of this Section 5.2, the Owner may terminate this Agreement, without recourse, on fifteen (15) days' written notice, if the Owner determines that (i) the Executive Director has performed any of its duties in a matter determined to be grossly negligent, or has failed to perform its duties such that this failure is determined to be gross negligence; or (ii) if the Executive Director's license for the position as an LNHA is at any time, suspended, terminated or revoked and such suspension, termination or revocation shall continue unstayed and in effect for a period of 60 days.

4.3 Termination without Cause. Either party may terminate this Agreement prior to the end of the Term without cause upon thirty (30) days' written notice to the other party.

## **5. MISCELLANEOUS.**

### **5.1 Limitation of Liability; Indemnification.**

(a) Manager shall not be liable to Owner on account of the acts (whether negligent or otherwise), omissions, errors or breaches of contract by the Owner or other professionals or consultants engaged by Owner, or by Manager at the direction or with the approval of Owner, unless Manager shall have been grossly negligent or shall have willfully failed to perform its obligations under this Agreement.

(b) Owner shall further indemnify, defend and hold Manager harmless from and against any liability, damages, costs, claims and expenses (including reasonable attorneys' fees) brought by third parties arising out of Manager's performance of this Agreement and under contracts with third parties executed by Manager in its own name pursuant to this Agreement except, however, for liability, damages, costs, claims and expenses arising out of the gross negligence or willful misconduct of Manager.

(c) Manager shall indemnify, defend and hold Owner harmless from and against any liability, damages, costs, claims and expenses (including reasonable attorneys, fees) (a) arising out of a default by Manager in the performance of any of its obligations hereunder or (b) occurring as a result of any action taken by Manager which is outside the scope of Manager's authority hereunder.

5.2 Access to the Facility, Confidentiality of Records. The Manager shall, during the term hereof, be given complete access to the Facility, its records, offices, and facilities, in order that it may carry out its obligations hereunder, subject to confidentiality requirements of resident medical records. The Manager shall maintain the confidentiality of all files and records, including resident records of the Facility, disclosing the same only as required by law or as directed by the Owner in any particular instance and in pursuant to that certain Non-Disclosure and Confidentiality Agreement between the parties dated May 13, 2022 (the "NDA"), which NDA is hereby incorporated by reference as if fully set forth herein. In addition, Owner and Manager shall enter into any specific agreements necessary for the disclosure of Protected Health Information (PHI).

5.3 Public Announcements and Communications to Residents. Owner and Manager shall jointly develop (a) the official announcement of this Agreement, (b) the plan to communicate to Facility residents the fact that the parties have entered into this Agreement and (c) notices or other communications to any governmental regulators of the Owner, Manager or the Facility. Neither party will make or disseminate any press release or public statement of any kind, communications to Facility Residents or to governmental regulators (whether on-line, virtual, verbal or otherwise) with respect to this Agreement or any of the transactions contemplated by this Agreement without the written approval of the other party.

5.4 Disclaimer of Intent to Become Partners. The Manager and Owner shall not by virtue of this Agreement be deemed partners or joint venturers in the Facility. It is expressly understood that the Manager is hereby retained by the Owner as an independent contractor to provide the



Services, and that Manager is considered the agent of the Owner only for the purpose of carrying out its obligations under this Agreement.

5.5 Successors. All of the provisions herein contained shall be binding upon and inure to the benefit of the respective successors of the Manager and the Owner to the extent as if each such successor were in each case named as a party to this Agreement.

5.6 Headings. The headings to various sections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit or expand expressed provisions of this Agreement.

5.7 Counterparts. This Agreement may be executed in any number of parts, each of which shall be an original, and each such counterpart shall together constitute one and the same Agreement.

5.8 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed by certified, registered mail, postage prepaid, sent by personal delivery or overnight courier.

If to the Manager:

Christian Health  
301 Sicomac Avenue  
Wycoff, New Jersey 07481  
Attention: Stephen Dumke, Executive Vice President and COO

If to the Owner:

Holland Christian Home  
151 Graham Avenue  
North Haledon NJ 07508  
Attention: John Belanus, Chair

or to such other person and address as either party may designate in writing. Such notices shall be effective upon deposit in the U.S. Mail in the case of delivery by mail, or upon receipt in the form of personal delivery or overnight courier.

5.9 Effect of Invalidity. If any provision of this Agreement shall be determined by an agency or court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed separate, distinct and independent and the remainder of this Agreement shall remain

in full force and effect and shall not be invalidated or otherwise affected by such determination.

5.10 Amendments. Any amendment to this Agreement shall be in writing signed by the Owner and the Manager.

5.11 Surviving Obligations. Notwithstanding any expiration or other termination of the terms hereof, the indemnification provisions of Section 5.1 shall survive any termination of this Agreement. In addition, the liability of the Owner for the payment of the Management Fee described in Section 3 hereof for the period ending with the last day of the Term hereof shall continue and suitable computation and payment of such fees shall be made as promptly as is reasonably possible.

5.12 Force Majeure. With respect to any Services to be furnished or obligations to be performed hereunder, neither the Owner nor the Manager shall be liable for failure to furnish or perform the same when prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees or other necessary Services, or because of war or other emergency, or for any cause beyond its reasonable control.

5.13 Assignment. Neither the Owner nor the Manager may assign its rights or obligations under this Agreement without the express, prior written consent of the other party.

5.14 Entire Agreement. This Agreement represents the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes any other agreements or understandings written or verbal, that the parties hereto have had.

5.15 Governing Law. This Agreement shall be, in respects, governed by and construed in accordance with the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**HOLLAND CHRISTIAN HOME**

By: Randall A. Veenstra  
~~John Belanus~~  
Chair Randall A. Veenstra  
Vice President

**CHRISTIAN HEALTH CARE CENTER**

By: [Signature]  
Douglas A. Struyk  
President and CEO

*[Signature Page to Management Agreement]*

**EXHIBIT A**

**HOLLAND CHRISTIAN HOME**

**EXECUTIVE DIRECTOR/ADMINISTRATOR**

\*\*\*\*\*

**BASIC QUALIFICATIONS**

**EDUCATION/TRAINING:**

- A Bachelor's Degree is required, preferably in Public Health Administration or Business Administration, or a health-related degree
- Must hold a current, unencumbered New Jersey Nursing Home Administrator license (LNHA)

**SKILLS/QUALIFICATIONS:**

- Must have expert knowledge of regulatory environment (residential and long-term care) and compliance with Continuing Care Retirement Communities (CCRC)
- Must be self-motivated with excellent knowledge of their field
- Must have strong leadership and management skills that mirror the mission and core values of the Holland Christian Home
- Must have flexibility, personal integrity and demonstrate emotional stability in relating to residents, family members, staff, visitors, vendors, etc.
- Must have marketing and strategic planning expertise
- Must have excellent computer skills, including Word, Excel, facility electronic medical records system and other designated organization-approved electronic software
- Must have excellent administrative and communication skills with residents, staff, families and the public
- Must have the ability to read, write, speak, understand and communicate in English sufficiently to perform the duties of this position

**EXPERIENCE:**

- A minimum of 5 years of supervisory experience in a long term care facility

**GENERAL RESPONSIBILITIES:**

- Direct the day-to-day functions of the facility in accordance with current federal, state and local standards, guidelines and regulations that govern long-term care facilities to assure that the highest degree of quality care can be provided to the residents at all times
- Perform all functions as may be required for the efficient and effective operation of the Holland Christian Home in the interests of its residents, employees and Board of Directors
- Assume the administrative authority, responsibility and accountability of directing the activities and programs of the facility

- Supervise the work of all employees in accordance with such policies as may be prescribed by the Board of Directors
- Must be available to work beyond normal working hours, weekends & holidays, if necessary

#### **STANDARD REQUIREMENTS:**

- Support the Mission, Values and Vision of the Holland Christian Home
- Understand and honor the Christian principles of the organization
- Demonstrate an understanding of the Residential Living principles and person-directed care, including resident choice, privacy, independence, and dignity in all interactions with residents
- Demonstrate an understanding of the aging process, cognitive impairments, Alzheimer's and other dementias
- Ensure all assigned user ID codes and passwords for accessing resident / facility information are kept confidential; ensure the departmental computer workstations left unattended are properly logged off or the password protected automatic screen-saver activates within established facility policy guidelines
- Investigate known or suspected incidents of fraud
- Investigate any known or suspected unauthorized attempt to access facility's information system
- Maintain HIPAA compliance as well as confidentiality of all data, including resident, employee and operations data
- Exhibit concern for safety and well-being of staff, residents, families, and visitors

#### **ESSENTIAL DUTIES:**

##### **ADMINISTRATIVE FUNCTIONS**

- Plan, develop, organize, implement, evaluate, and direct the facility's programs and activities
- Maintain and conduct staff meetings as appropriate to facilitate good communications within the organization
- Assist department heads in the development and implementation of performance evaluations
- Assist department heads in the development and use of departmental policies and procedures, and establish a rapport in and among departments so that each can realize the importance of teamwork
- Develop and maintain written policies and procedures that govern the operation of the facility and are required to maintain high standards of nursing and residential care in a Christian environment, and as required by regulatory order.
- Review the facility's policies and procedures periodically, at least annually, and make changes as necessary to assure continued compliance with current state and federal regulations
- Recommend to the Board new policies, or changes in existing policies, as may be required to maintain high standards of nursing and residential care in a Christian environment, and as required by regulatory order

- Ensure that all staff, residents, visitors, and the general public follow established policies and procedures
- Prepare all reports required by governmental units and such regular and special reports as may be required by the Board and its Committees
- Represent the facility in dealings with outside agencies, including governmental agencies or provide an authorized representative of the facility when unable to attend such meetings
- Maintain complete records concerning employees and residents, as are required by law, regulation, or good business practice
- Make routine inspections of the facility to assure that established policies and procedures are being implemented and followed
- Manage facility surveys (inspections) made by authorized government agencies
- Review and develop a plan of correction for deficiencies noted during survey inspections and provide a written copy of such plan to the governing board and ombudsman representative as required
- Keep up-to-date on developments in the field of geriatric care including membership in appropriate organizations
- Delegate a responsible staff member to act in your behalf when you are absent from the facility

#### **PUBLIC RELATIONS/NEW RESIDENT FUNCTIONS**

- Provide tours and offer information to potential applicants to the Holland Christian Home
- Meet with prospective residents, review and complete admission contract documentation
- Ensure as best as possible that the target for new admissions is met or exceeded
- Ensure that public information describing the services provided in the facility is accurate and fully descriptive
- Maintain good public relations by working with the community, family members and residents to foster a positive image of the Holland Christian Home

#### **COMMITTEE/BOARD FUNCTIONS**

- Provide staff support to standing committees of the Board, its Executive Committee and Officers
- Make written and oral reports/recommendations to the governing board concerning the operation of the facility
- Attend monthly Board of Directors meetings
- Serve on and attend various committees of the facility as required by the governing board
- Participate and co-chair the HCH QAPI meeting
- Support the development, implementation, and maintenance of an ongoing QAPI program
- Execute, follow up and implement decisions by the Board of Directors in a cost effective and time efficient manner
- Recommend annually to the Building and Grounds Committee those expenditures needed to maintain the facility
- Evaluate and implement recommendations from the facility's committees as necessary
- Participate and assist in implementing future plans of the Holland Christian Home

## **PERSONNEL FUNCTIONS**

- Establish administrative procedures governing the selection, assignment to work schedules, training, counseling, discipline, periodic appraisal of performance and termination for just cause of any employee of the Holland Christian Home with the exception of the Department Heads whose termination must be approved by the Personnel Committee Chairperson after consultation with the Board
- Coordinate termination procedures and actions with the Director of Human Resources
- Assist in the recruitment and selection of competent department heads, supervisors, consultants and other auxiliary personnel
- Delegate administrative authority, responsibility, and accountability to other staff personnel as deemed necessary to perform their assigned duties
- Consult with department heads concerning the operation of their departments to assist in eliminating/correcting problem areas, and/or improvement of services
- Ensure that an adequate number of appropriately trained professional and auxiliary personnel are on duty at all times to meet the needs of the residents
- Ensure that disciplinary action is administered fairly and without regard to race, color, creed, national origin, age, sex, religion, handicap, or marital status
- Follow Home policy regarding disciplinary procedures and document all disciplinary meetings with staff, providing copies of documentation to Human Resources for personnel files
- Maintain a staff of part-time professional consultants for the benefit of residents, and maintain liaison with them
- Serve as liaison to the governing board, medical staff, and other professional and supervisory staff
- Maintain an excellent working relationship with the medical profession and other health related facilities and organizations through formal working and transfer agreements

## **STAFF DEVELOPMENT**

- Interview, hire and evaluate all Department Heads
- Plan and organize the work of the staff to effectively carry out the above responsibilities and recommend to the Board from time to time such organizational changes as are considered appropriate
- Assist the Director of Nursing to ensure that nursing care is in accordance with currently accepted nursing and medical practices
- Communicate and work in conjunction with other staff members through staff meetings, individual conferences, written memoranda or such other methods as are appropriate
- Create and maintain an atmosphere of warmth, personal interest, and positive emphasis, as well as a calm environment throughout the facility

## **SAFETY AND SANITATION**

- Ensure that all facility personnel, residents, visitors, etc., follow established safety regulations, to include fire protection/prevention, smoking regulations, infection control, etc.
- Ensure that the building and grounds are maintained in good repair

- Ensure that high standards of housekeeping, cleanliness, and sanitation are maintained at all times
- Review accident/incident reports
- Ensure that all facility personnel follow established regulations governing the use of labels and SDSs for hazardous chemicals
- Ensure that facility procedure manuals identify safety precautions and equipment to use when performing tasks that could cause bodily injury
- Ensure that facility personnel follow established ergonomics policies and procedures (e.g., a back brace and/or a mechanical lifter are used when lifting or moving heavy objects)
- Ensure that all facility personnel performing tasks that involve potential exposure to blood, body fluids, or hazardous chemicals participate in an in-service training program prior to performing such tasks
- Assist the Maintenance Director in developing and implementing waste disposal policies and procedures
- Ensure that personnel follow established policies governing the use/disposal of personal protective equipment and disposal of infectious wastes

#### **EQUIPMENT AND SUPPLY FUNCTIONS**

- Authorize the purchase of major equipment/supplies in accordance with established purchasing policies and procedures
- Ensure that the facility is maintained in a clean and safe manner for resident comfort and convenience by assuring that necessary equipment and supplies are maintained to perform such duties/services
- Ensure that adequate supplies and equipment are on hand to meet the day-to-day operational needs of the facility and residents

#### **BUDGET AND PLANNING FUNCTIONS**

- Establish and oversee purchasing control by requisition in all departments
- Along with the Director of Finance, assist the Department Heads in the development of an annual operating budget for approval by the governing board and allocate the resources to carry out programs and activities of the facility
- Manage and develop, along with the Director of Finance, the Operational Budget of the Holland Christian Home, including the review and maintenance of budgetary records, control of expenditures within budget limitations and other guidelines established by the Board
- Review monthly financial statements and review such information with the governing board
- Keep abreast of the economic condition/situation and make adjustments as necessary to assure the continued ability to provide quality care

#### **RESIDENT RIGHTS**

- Ensure that the residents' rights to fair and equitable treatment, self-determination, individuality, privacy, property and civil rights are well established and maintained at all times



- Review resident complaints and grievances and make written reports of action taken. Discuss with resident and family as appropriate
- Ensure that resident funds maintained by the facility are managed in accordance with current federal and state regulations and that appropriate accounting records are maintained
- Ensure that the facility maintains a written record of all financial arrangements with a resident, next of kin, and guardian
- Work in conjunction with the Spiritual Life Department to provide for spiritual needs of residents, including making counseling available and encouraging its use

#### **CONTINUING EDUCATION**

- Attend continuing education as required to maintain LNHA license
- Attend and participate in workshops, seminars, etc., to keep informed of current changes in the long-term care field

#### **OTHER DUTIES:**

- Timely completion of all required in-services
- Must be present for at least one mandatory annual fire drill
- Must participate in annual N95 Fit Testing
- On call availability for facility as needed