



Purchasing Services

REQUEST FOR PROPOSAL

TITLE: Claims Scrubber and Insurance Eligibility Verification for UBHC

RFP NUMBER: P11-036

DATE ISSUED: December 6, 2010

DUE DATE: January 5, 2011

TIME: 2:00 PM

**LOCATION: UNIVERSITY OF MEDICINE AND DENTISTRY
OF NEW JERSEY –
DEPARTMENT OF PURCHASING SERVICES
LIBERTY PLAZA
335 George Street, 2nd Floor
New Brunswick, New Jersey 08903**

Important Note: Bidders should check Section 1.3 of this document to verify if attendance at a mandatory event (e.g., pre-bid conference, site visit, etc.) is required for this procurement. Failure to attend a mandatory event will result in the rejection of your proposal.

In accordance with the requirements of this proposal, the undersigned offers and agrees, if their proposal is accepted, to furnish any and all services for which the prices are submitted in accordance with the attached conditions as specified in this proposal.

**BIDDER'S NAME
AND ADDRESS**

**SIGNATURE AND TITLE OF
AUTHORIZED INDIVIDUAL**

Name (signature)

Name (print)

Title

1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent of the Procurement

1.1.1 Purpose

This Request for Proposal (RFP) is being issued by the University of Medicine and Dentistry of New Jersey (UMDNJ), Department of Purchasing Services on behalf of UMDNJ's University Behavioral Healthcare (UBHC) component.

The purpose of this RFP is to enter into a contract to provide comprehensive claims scrubber and insurance eligibility verification services for UBHC's inpatient and outpatient billings.

1.1.2 Intent

It is the University's intent to award one firm to provide comprehensive claims scrubber and insurance eligibility verification services for UBHC's inpatient and outpatient billings.

Any contract will be awarded to a responsible bidder whose bid, conforming to this request for proposal, is most advantageous to the UMDNJ, price and other factors considered.

1.2 Background

UMDNJ is the nation's largest freestanding public health sciences university. It includes eight (8) schools on five (5) campuses. It is a statewide system of health sciences education, biomedical research and healthcare delivery. UMDNJ was founded in 1970 to consolidate New Jersey's health professions education and during the last two decades it has become the core of the state's healthcare delivery system. Additional information about the University, its multiple locations, schools and healthcare facilities is available at:

<http://www.umdj.edu/homepage/index.html>

UMDNJ - UBHC is the integrated behavioral healthcare system of the UMDNJ. In partnership with the Departments of Psychiatry at Robert Wood Johnson Medical School, The New Jersey Medical School and the School of Osteopathic Medicine, UBHC provides academically-based clinical mental health programs and services throughout the State of New Jersey. While furthering the clinical teaching, research and training missions of the University and its medical schools, UBHC provides support for New Jersey State initiatives and public sector programs as well as for employers and the corporate community.

UBHC has a 48 bed inpatient facility, with 10 offsite outpatient locations, staffed by 50 full-time attending psychiatrists who are also faculty members of either Robert Wood Johnson Medical School or The New Jersey Medical School. The psychiatrists are supported by a multi disciplinary team of professionals and paraprofessionals. University Behavioral HealthCare has 1,300 admissions, 155,000 outpatient visits (including Partial Hospitalization and Emergency

Department visits) and 50,000 community based services, annually. Last year, UBHC cared for over 15,000 individuals who benefited from these services. UBHC operates a call center (Access Center) that is the initial point of access for outpatient services and schedules 60,324 calls per year resulting in 12,422 scheduled appointments.

UBHC Information Services supports and maintains its own information systems A University-wide centralized department of IST maintains enterprise level information systems across a diverse array of hardware and software platforms operating on a robust state of the art network.

1.3 Key Events

1.3.1 Questions and Inquiries

It is the policy of the UMDNJ, Purchasing Services to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions should be mailed or faxed to the UMDNJ, Purchasing Services to the attention of the assigned buyer at the following address:

UMDNJ, DEPARTMENT OF PURCHASING SERVICES
335 GEORGE STREET, 2ND FLOOR
NEW BRUNSWICK, NEW JERSEY 08903
ATTN: Edwing Canaca
Buyer's Phone Number: 732-235-9040
Buyer's Fax Number: 732-235-9766
E-mail: canacaes@umdnj.edu

1.3.2 Cut-Off Date for Questions and Inquiries

A mandatory Pre-bid Conference has been scheduled for this procurement, therefore, the cut-off date for submission of questions will be the conclusion of the mandatory Pre-Bid Conference. While all questions will be entertained at the mandatory Pre-bid Conference, it is strongly urged that questions be submitted in writing prior to the mandatory Pre-bid Conference. Written questions must be delivered to the Department of Purchasing Services' Buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the mandatory Pre-bid Conference as possible. This request is made so that answers can be prepared prior to the mandatory Pre-bid Conference.

1.3.3 Question Protocol

Questions should be submitted in writing to the attention of the assigned UMDNJ, Purchasing Services buyer following the prescribed format attached to this RFP in section 9.2 P11-036 Claims Scrubber and Insurance Eligibility Verification for UBHC Question Protocol. Written questions should be directly tied to the RFP by the writer. Questions should be asked in

consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the buyer; however, oral explanations or instructions given over the telephone shall not be binding upon the University. Bidders shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this RFP.

At the bid conference, procedural questions will be addressed. Substantive questions concerning the RFP scope of work and requirements submitted by the bidders shall be addressed in a written addendum. If necessary, Purchasing Services may continue to accept written questions up through the close of business the day following the bid conference. If questions are to be accepted after the bid conference, an announcement will be made at the bid conference.

1.3.4 Mandatory Pre-Bid Conference

A mandatory Pre-Bid Conference has been scheduled for this procurement. The purpose of the mandatory Pre-Bid Conference is to provide a structured and formal opportunity for bidders to raise questions and clarify any of the proposal requirements. The date, time and location are provided as follows:

DATE: December 22, 2010

TIME: 10:00AM

LOCATION: University Behavioral Healthcare (UBHC)
671 Hoes Lane
Room C101
Piscataway, NJ 08855

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-bid Conference.

It is the responsibility of the bidder to identify and address any additional requirements or information needed to submit a proposal. No special consideration shall be given to any bidder, because of the bidder's failure to be knowledgeable of all the requirements of the proposal after the pre-bid conference date.

1.4 Additional Information for Bidders

1.4.1 Revisions to this Request for Proposal

In the event that it becomes necessary to clarify or revise this Request for Proposal, such clarification or revision will be by addendum. If any addenda are issued for this procurement, it will be distributed to all bidders who were sent the Request for Proposal.

1.4.2 Addendum as a Part of this Request for Proposal

Any addendum to this Request for Proposal shall become part of this Request for Proposal and part of any Contract resulting from this Request for Proposal.

1.4.3 Issuing Office

This Request for Proposal is issued by the UMDNJ, Department of Purchasing Services. The buyer noted in Section 1.4.1 is the sole point of contact between the bidder and UMDNJ for purposes of this Request for Proposal.

1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this Request for Proposal. By submitting a proposal in response to this Request for Proposal, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this Request for Proposal. UMDNJ is not responsible for any debts or payments incurred by the bidder in the performance of this Contract.

1.4.5 Cost Liability

UMDNJ assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of proposals in response to this Request for Proposal.

1.4.6 Contents of Bid Proposal

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All information submitted by bidders in response to a bid solicitation is considered public information, except as may be exempted from disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. and the common law.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. UMDNJ reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter.

UMDNJ will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal. The bidder will be required to withdraw such designation before the bid proposal will be considered for contract award.

In the event of a challenge to the bidder's designation of confidentiality/proprietary materials, the bidder shall be solely responsible for defending its designation and UMDNJ shall have no responsibility therefore.

1.4.7 Price Alterations

Bid prices must be typed or written in ink. Any price changes (including "white-outs") must be initialed. Failure to initial price changes may preclude an award being made to the bidder.

1.4.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report and, if applicable, foreign (out of State) corporate registration must be supplied by each party to the joint venture.

1.4.9 HIPAA Compliance

As a State Agency, New Jersey State regulations require that we obtain documentation regarding our vendor "HIPAA Compliance" status. In order to be in compliance and conduct business with your company for the procurements of goods and/or services, it will be necessary for your company to complete a Business Associate Agreement. This agreement involves the access to protected health information that is considered protected pursuant to federal, state and/or local laws and regulations in accordance with the privacy requirements of the "HIPAA" – Health Insurance Portability and Accountability Act of 1996. The requirement is a precondition of entering into a valid and binding contract.

The HIPAA privacy rules permit disclosure of patient information without authorization in certain situations in which no business associate agreement is needed. However, in the day to day interaction of providing the devices and services under this Request for Proposal, the Contractor may well have access to information unrelated to the patient receiving the medical device. For example, the Contractor's representative may be in a patient room with a patient not receiving a device. A Contractor's representative may have discussions with a physician regarding the Contractor's device and receive patient information by way of an example for future cases. A Contractor's representative may see another patient's X-rays while in a room reviewing a patient's records. For these and similar reasons, it is prudent to have a business associate agreement in place to safeguard these patients' rights to privacy.

1.4.10 Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. Proof of valid business registration must be submitted by a bidder with its bid proposal. Failure to submit such valid business registration with a bid will render the bid materially non-responsive. The business registration form (Form NJ-REG) can be found online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>.

1.4.10.1 Definitions

“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. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury.

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency.

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit.

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

1.4.10.2 Requirements Regarding Business Registration Form

A contractor shall submit a copy of its business registration at the time of submission of its bid proposal in response to this Request for Proposal.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of Treasury the use tax due pursuant to the “Sales

and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

1.4.11 Deficit Reduction Act

The University of Medicine and Dentistry is committed to the prevention and detection of any fraud, waste, and abuse within the University related to all health care programs, including Federal and State programs. To this end, UMDNJ maintains a vigorous compliance program geared in part to educating our community on the range of fraud and abuse laws, including the importance of submitting accurate claims and reports to the Federal and State governments. Our policies prohibit the knowing submission of a false claim for payment in relation to any health care program, including a Federal or State funded health care program. Such a submission is a violation of Federal and State law and can result in significant administrative and civil penalties under the Federal and State False Claims Acts.

To assist UMDNJ in meeting its legal and ethical obligations, any employee, contractor or agent who is aware of the preparation or submission of a false claim or report or reasonably suspects any other potential fraud, waste, or abuse in relation to a Federal or State funded health care program is required to report such information to his or her supervisor and UMDNJ's Office of Ethics and Compliance. Any employee of UMDNJ who in good faith reports such information will be protected against retaliation for coming forward with such information both under UMDNJ's internal compliance policies and procedures and United States and New Jersey law.

As an organization, UMDNJ obligates itself to investigate any such information swiftly and thoroughly through its internal compliance programs and mechanisms. Nonetheless, if an employee, contractor or agent believes that the organization's response is deficient and unresponsive, the employee shall bring these concerns to UMDNJ's Office of Ethics and Compliance. If such follow-up still does not trigger an investigation, after a reasonable period of time, the employee, contractor or agent has the ability to bring his/her concerns to the appropriate government agency under the relevant Federal and/or State laws.

This information shall be provided to all UMDNJ employees and all contractors and agents of UMDNJ.

2.0 DEFINITIONS

2.1 General Definitions: The following definitions shall be part of any contract awarded or order placed as a result of this Request for Proposal:

“Addendum” – Written clarification or revision to this Request for Proposal issued by UMDNJ, Purchasing Services.

“Amendment” – A change in scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Vice President for Supply Chain Management.

“Bidder” – An individual or business entity submitting a bid in response to this Request for Proposal.

“Contract” – This Request for Proposal, any addendum to this Request for Proposal, and the bidder’s proposal submitted in response to this Request for Proposal and UMDNJ’s Contract Term Sheet.

“Contractor” – The Contractor is the bidder awarded a contract.

“Evaluation Committee” – A committee established to review and evaluate bid proposals submitted in response to this Request for Proposal and to recommend a contract award to the Vice President of Supply Chain Management.

“HIPAA” – Health Insurance Portability and Accountability Act of 1996.

“May” – Denotes that which is permissible, not mandatory.

“Project” – The undertaking of services that are the subject of this Request for Proposal.

“Request for Proposal (RFP)” – This document, which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs as identified herein.

“Shall” or “Must” – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

“Should” – Denotes that which is recommended, not mandatory.

“Subtasks” – Detailed activities that comprise the actual performance of a task.

“Task” – A discrete unit of work to be performed.

“UMDNJ” – The University of Medicine and Dentistry of New Jersey, or otherwise referred to as the “University.”

“Vice President” – Vice President of Supply Chain Management.

2.2 Contract-specific Definitions: The following definitions shall be part of any contract awarded or order placed as a result of this Request for Proposal and are specifically related to this contract procurement:

“Acceptance Testing” – The testing conducted by UMDNJ, upon the Contractor’s completion of system installation, to determine the acceptability of basic system functional operations.

“Clinical Acceptance” – Verification by a clinical committee as to the acceptance of the clinical functionality of the System as stated in the Contractor’s System documentation and the Contractor’s response proposal to this RFP. Clinical acceptance will be made on a module-by-module basis. Clinical acceptance will be determined no sooner than 30 days following first productive use of the System and no later than 90 days following first productive use of the System.

“Deliverable” – Any System component that the Contractor provides under this contract, e.g., application software, documentation, third party products, etc.

“Documentation” – Manuals, listings, diagrams, and other hard- or soft-copy written or graphic materials that describe the use, operation, maintenance, or design of software or hardware, including any and all revisions thereto.

“First Productive Use” – Implementation milestone whereby one or more modules are used in a live environment.

“Implementation” – To put the System, as proposed and completed by the Contractor, into operation according to, or by, means of a definite plan mutually agreed to by the Contractor and UMDNJ.

“Remedy” – To restore to the natural or proper condition.

“Software” – Refers to all of the following:

- Executable code from all software;
- Database architecture;
- Database scripts;
- Operating System scripts; and,
- Reports and text files which are licensed to UMDNJ, including any and all updates and upgrades thereto.

“Software Delivery” – Completion of an implementation milestone of delivery of application and operating System software, including its installation by the Contractor for turnover to UMDNJ.

“Source Code” – The Contractor’s computer programming code that may be displayed in a form readable and is understood by a human programmer of ordinary skill. It includes related source code-level System documentation, comments and procedural code (i.e., pseudo-code). Source code also includes executable code.

“Stockell Insight CS System” – Revenue Cycle Management System currently in process of installation.

“System” - The claims scrubber and insurance eligibility verification software system required by this RFP.

“UBHC” – University Behavioral HealthCare, or otherwise referred as “UBHC”.

3.0 SCOPE OF WORK

3.1 Overview

UMDNJ is committed to obtaining the best value when it purchases good and services. UMDNJ must achieve value while operating in full compliance with all applicable State of New Jersey and University procurement regulations and policies. The Office of Supply Chain Management oversees the procurement process at UMDNJ, and on behalf of UBHC is interested in contracting with a firm that shall provide comprehensive claims scrubber and insurance eligibility verification services.

3.2 General Requirements

3.2.1 UBHC requires a contractor-hosted System which may be accessed through a web portal or direct connection to UBHC's revenue management system (Stockell's Insight CS) currently being developed and installed.

3.2.2 UBHC produces approximately 2,000 verifications and 7,000 claims on a monthly basis. The System must include the capability to submit 837I and 837P formats to all payers that accept electronic claims submission, for both primary and secondary billing. The contractor must be able to produce a paper claim for those payers unable to accept an electronic claim file.

3.2.3 The Contractor is responsible for creating and programming all required billing edits, based on federal, state and payer specific regulations and requirements, in the System. UBHC will provide input in the creation of any custom claim logic that is required to prepare bills for clean claim submission. The Contractor is required to assist the UBHC in the creation of the custom claim logic and for the programming logic in the System. These edits and custom claim logic must be provided at no additional charge to the UBHC.

3.2.4 The contractor must offer real time insurance eligibility and benefit verification which includes behavioral health benefits. Real time is defined as within 30 seconds to one minute of the request.

3.2.5 The Contractor must demonstrate full knowledge of both Federal and New Jersey billing regulations and requirements as well as the regulations and requirements of the State of New Jersey Discharge Data Collection System. The Contractor must have a minimum of 5 years of relevant experience in NJ and 5 years of relevant experience with federal billing with the product that is selected. Requisite years of experience can include base product with System upgrades. The selected System must be installed and ready for use, with 90% of the claims being edited by the System to create a claim free of billing errors by go live.

3.3 Detailed Billing Requirements

3.3.1 Daily billing files will be produced by the Stockell Insight CS system in an 837 format that must be loaded into the System. The claims scrubbing System must be able to accommodate both the 837I and 837P claim formats. The contractor's System must accommodate the different

criteria for claims that are selected to load into the System, as well as including unique requirements for billing edits, dependent on payer and service type.

3.3.2 The control of loading payers into the System must be maintained by the UBHC. The mechanism for loading these payers into the System must be user friendly with minimal training required.

3.3.3 The System must include the ability to automatically upload the correct bill file from the Stockell Insight CS system into the correct component of the System. This automated upload process must run with no manual intervention.

3.3.4 The System must include a mechanism for the UBHC to reload the same billing file more than once. This feature must come with a warning of the duplicate file load and an option to load either skipping duplicates or loading all claims

3.3.5 The System must include all edits for billing compliance to any and all federal and state billing rules and regulations. These edits must be provided and built into the System by the Contractor. The Contractor must remain informed of regulations and make any and all required changes. Edits that are created in response to changes in billing regulations must be in the System and working by the time the new regulations are in effect. The Contractor shall communicate edits, error messages and System changes to the UBHC.

3.3.6 The Contractor must keep abreast of any and all changes to the submission format by any and all receivers of the files, and be ready with the updated format on the effective date of the change.

3.3.7 The System must have the capability of having UBHC specific edits added to the System. The Contractor is responsible to build any and all UBHC specific edits in the System. These edits must be completed within a reasonable time frame based on the scope of the programming.

3.3.8 The System must include the ability to copy a claim and make changes to the copy without changing the original. The ability to copy a claim must also include the capability to copy the claim and change the primary payer. This change should engage the edits for the claim under the new primary payer.

3.3.9 The System must provide the capability of manually entering claims. These claims will be created manually and must have the appropriate payer edits applied to the claim.

3.3.10 The System should include the option to load all claims, even if they are not submitted electronically. Hard copy submission claims should have the appropriate payer edits applied and print the claim rather than submit electronically.

3.3.11 The System must include the ability to hold the claims for a long period of time, preferably five years, or have an archive procedure with a real time recall of a claim from archive that is user friendly with minimal training.

3.3.12 The System must also include the ability to load all of the data elements required for billing to Medicare and commercial payers for denials for non-covered services. There are certain elements required on the UB04/837I that must be included to obtain denials for Medicaid.

3.3.13 The System must include Medicare Medical Necessity rules as well as CCI, OCE, I/OCE, NCD and LCD edits.

3.3.14 The System must have the ability to apply OCE or I/OCE edits to specific payers in addition to Medicare.

3.3.15 The System should provide the capability to submit electronic voids and adjustments to Medicaid for both 837I and 837P claim types.

3.3.16 The System must provide for electronic submission of claims that have Medicare as the secondary payer to the fiscal intermediary, HighMark.

3.3.17 The System must include a process to produce hard copy secondary UB04 claims with an explanation of Medicare payment for all claims that have a balance secondary to Medicare. The process must include automatic printing of the UB04 and explanation of Medicare payment for all claims that have a balance to be billed to the secondary payer.

3.4 Detailed Insurance Eligibility Verification Requirements

3.4.1 The Contractor must accept a 270 eligibility file(s) via FTP from Stockell and transmit data real time to Medicaid, Medicare and Commercial payers as patients are registered. There may be as many as twenty registrations taking place simultaneously.

3.4.2 The 271 response must be received and transmitted real time to the Stockell system, as available from payer. If the payer eligibility and benefit verification (which includes the behavioral health benefits) Stockell system is unavailable, the contractor will continue to submit the file until the eligibility and benefit verification has been confirmed.

3.4.3 The Contractor must be able to re-verify eligibility monthly for active Medicaid and Medicare patients. UBHC must be able to obtain from the Contractor a re-verification of benefits upon request for a commercially insured patient.

3.4.4 The Contractor must have the ability to maintain the eligibility files for retrieval if requested by UBHC

3.4.5 The Contractor must have the ability to provide an exception report for those patients whose eligibility has changed; i.e. lost eligibility, who have a primary insurance or who have had a change in plans.

3.4.6 The System should be available 24 hours a day, 7 days a week, including holidays. For those payers where verification is not always available, the contractor will have a mechanism to submit a batch verification as early as possible on the next available business day.

3.5 Remittance Processing

Remittance processing is not required for this RFP.

3.6 Detailed Report and Information Requirements

3.6.1 The System must report all claims that have been submitted to payer. These reports must separate by general payer category (i.e.: Medicare, Medicaid, Commercial) and bill type. In addition to producing hard copy reports, the system must retain copies of the old reports. The System must produce error reports including summary and detail.

3.6.2 The System should process the Additional Development Requests from HighMark and produce the ADR letter.

3.6.3 The Contractor must process the 276 and 277 claim status files from the payers and format them for automatic entry into the Stockell system. This entry must comply with the Stockell standard for automatic comment entry as well as specific indicators that correspond to the status received from payers.

3.7 Support and Maintenance

3.7.1 The Contractor must establish a software escrow account that ensures maintaining of software source code and required documentation and instruction to recreate the software environment. Source code must be available to UMDNJ in the event that the Contractor goes out of business, sunsets the System, or sells the company to another vendor who sunsets the System. In those cases release of the source code is unconditional.

3.7.2 The Contractor must support sunset software for 24 months from date that the System is actually sunset. Contractor must provide UBHC with notice before the commencement of the 24 month sunset period.

3.7.3 The Contractor must support UBHC on the then current version of the software for 18 months past the time a new release is made generally available.

3.7.4. The Contractor must thoroughly document their on going support program. This support program is to include contractual description of handling System maintenance, System bugs/fixes; release and version upgrade methodologies, on site support and functioning of Help Desk/Customer Support Services including business hours of operation, holiday schedules, etc.

3.7.5 The Contractor must provide Software support on a 24/7 basis.

3.7.6 Any issue resulting in unscheduled System downtime for more than 4 hours requires a plan of action to be communicated to the Director of HMIS/IST, or his designee. UBHC will provide departmental contacts for this purpose after contract is awarded.

3.7.7 In cases where software problems create issues for UBHC, such as use of additional staff resources, re-work, or manual workarounds, the Contractor must provide remedies that are to be financially prudent in nature. The Contractor shall monetarily compensate UBHC for all direct and indirect losses and damages resulting under this section. Contractor remedies in these cases cannot be limited to the cost of the System.

3.7.8 The Contractor must assign an Account Executive or Manager who will be responsible for overseeing the account on an on going basis. This oversight must include regularly scheduled onsite visits to UBHC, regular review of open issues, written plans to address such issues, updated information on Contractor activities, and/or new product offerings, annual Contractor review of the UBHC account, and a management report as to how the System is being utilized. This report may result in the development of a mutually agreed to plan for UBHC's further use of the System.

3.8 Documentation

3.8.1 The Contractor shall provide complete documentation for the System which is sufficiently detailed and accurate to permit UBHC to functionally operate the System as designed by the Contractor.

3.8.2 The Contractor shall provide UBHC with updated versions of all such detailed documentation when it provides enhancements to the System.

3.8.3 The Contractor shall provide such documentation for as long as UBHC continues to receive support and maintenance services from the Contractor.

3.9 Installation Schedule

UBHC has engaged Stockell Healthcare System, Inc. to develop and install its Insight CS system. Such installation is projected to be complete with a go-live date of July 1, 2011. UBHC requires the claims scrubber and insurance eligibility verification system to go-live with the Stockell Insight CS system, and its installation is required to be complete in order to perform appropriate testing in advance of such global go-live date.

3.10 Warranty

3.10.1 Contractor shall warrant that it owns all rights, title, and interest in and to the System, or that in the case of any third party software that it has the right to grant a sublicense to use such third party software.

3.10.2 The Contractor shall warrant that the System shall substantially conform to the specifications herein, and that the System and services shall be free from material defects in workmanship and materials that prevent them from substantially meeting the aforementioned criteria.

3.10.3 Contractor shall further warrant that any services provided by Contractor under this Contract shall be performed in a workmanlike manner and in accordance with the prevailing professional standards of the software industry.

3.10.4 This warranty coverage shall include any modifications made to the System by Contractor. Such warranty shall extend for one (1) year from the go-live date and shall survive inspection, test, acceptance, use, and payment.

3.10.5 Contractor shall warrant that it implements a disaster and recovery plan which complies with the latest applicable industry standards and is designed to safeguard UBHC's data in the Contractor's possession and the Contractor's ongoing ability to perform its obligations under this Contract in the event of a disaster affecting the Contractor's host site.

4.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

4.1 Contract Term and Extension Option

4.1.1 Contract Term

The Contract shall be awarded for a period of three (3) years commencing from the date of award. If delays in the bid process result in an adjustment of the anticipated contract effective date, the bidder agrees to accept a contract for the full term of the contract.

4.1.2 Contract Extension Option

This contract may be extended for two (2) additional one (1) year period options. Any extension of this contract under this provision will be put into effect by mutual agreement between the University and the Contractor, with written notification provided to the Contractor by the University. The original terms and conditions will remain in effect for any extension period. Unless otherwise noted in this RFP (or any Addendum thereto), pricing for each optional year is to remain the same as the final year of the original contract term.

4.2 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Vice President, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and UMDNJ to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by UMDNJ.

4.3 Precedence of the University's Standard Terms and Conditions

See **Exhibit A** for UMDNJ's Standard Terms and Conditions.

The terms and conditions of this Contract are non-negotiable as per New Jersey statute N.J.S.A. 18A: 64 G-6 et seq. The Contract resulting from this procurement shall consist of this Request for Proposal, including UMDNJ's Standard Terms and Conditions, any addenda to this Request for Proposal, the Contractor's bid proposal and UMDNJ's signed Contract Term Sheet.

In the event of a conflict between the provisions of this Request for Proposal, including any addendum to this Request for Proposal, and the bidder's proposal, the Request for Proposal and/or the addendum shall govern.

Unless specifically noted within this Request for Proposal, UMDNJ's Standard Terms and Conditions take precedence over the Special Terms and Conditions contained in this Section of

the Request for Proposal. The Standard Terms and Conditions in effect for this procurement are attached to this RFP or Exhibit "A".

In the event of a conflict between the provisions of this Request for Proposal, including UMDNJ's Standard Terms and Conditions and the Special Terms and Conditions contained in this Section, and any addendum to the Request for Proposal, the addendum shall govern.

4.4 Insurance

The Contractor shall assume all responsibility for its actions and those of anyone else working for it while engaged in any activity connected with this Contract. The Contractor shall carry sufficient insurance to protect it and UMDNJ from any property damage or bodily injury claims arising out of the use of the products supplied or contracted work. Evidence of current insurance coverage shall be provided in the form of a Certificate of Insurance which shall be submitted no later than ten (10) days after receipt of notice of intent to award the Contract. This Certificate of Insurance should include the bid proposal number. IN ORDER TO PREVENT ANY UNNECESSARY DELAY, BIDDERS MAY SUBMIT EVIDENCE OF REQUIRED INSURANCE WITH THEIR BID PROPOSALS. UMDNJ shall be named as additional insured ATIMA (As Their Interests May Appear) with respect to Commercial General, Automobile and Excess Liability Insurance provided by the Contractor pursuant to this Contract. UMDNJ is to be named as certificate holder.

Indemnification: The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the UMDNJ and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and cost and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body of property of any person or persons whatsoever including the UMDNJ, its agents, servants or employees, which shall arise from or result directly or indirectly from the services and/or materials supplied under the Contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this Contract. This Contract shall be subject to all the provisions of the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et, Seq., and all other laws applicable to the parties involved.

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

Commercial General Liability Insurance - including contractual liability endorsement, subject to primary limits of coverage of not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate. If applicable,

Excess Liability Insurance - subject to an additional limit of liability of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate excess of the primary policy;

Workers' Compensation Insurance - statutory coverage and including employers liability coverage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate;

Network Security and Privacy Liability Insurance - coverage having limits of liability of not less than \$1,000,000 per occurrence;

Additional Insured - UMDNJ to be named as additional insured ATIMA with respect to Commercial General Liability, Network Security and Privacy Liability Insurance, and Excess Liability Insurance provided by contractor pursuant to this proposal/contract;

All insurers affording coverage are to be licensed to conduct the business of insurance within the State of New Jersey and to be rated not less than A- by Bests Insurance Rating Service.

UMDNJ is to be named as certificate holder with respect to all afore-mentioned insurance coverages.

All Insurance coverages shall remain in effect throughout the course of the contract. Contractor shall be responsible for any and all future claims, litigation, damages, liabilities, whatsoever, which may arise as a result of Contractor's performance of services pursuant to this contractual agreement.

All required commercial general liability insurance and any required pollution liability insurance coverage shall be maintained throughout the course of the project. Failure to maintain said insurance coverage shall be deemed sufficient cause to immediately terminate the contract without having to show additional cause. Further, said liability insurance coverages shall be subject to an extended reporting period of not less than six years following the completion of the contract/project and, also, shall include completed operations coverage for a period of not less than six years following the completion of the project /contract.

All insurers affording coverage are to be licensed to conduct the business of insurance within the State of New Jersey and to be rated not less than A- by Bests Insurance Rating Service.

4.5 Departure From Bid Specifications or Terms and Conditions

Notwithstanding the forgoing, a bidder's proposal may be deemed **NON-COMPLIANT AND BE REJECTED** and/or be found **non-responsive** if the change is a material departure from the bid specifications or the terms and conditions of this Request for Proposal. A material departure occurs when the change increases the likelihood that the waiver from compliance with the Request for Proposal is capable of giving the appearance of corruption or favoritism, or encouraging excessive spending or is likely to affect the amount or price of the bid or to influence any potential bidder to refrain from bidding or is capable of affecting the ability of the University to make a bid comparison, or is unacceptable to the University. The determination of material departure shall be in the sole discretion of the University.

4.6 Compliance Obligations.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set

forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

Contractor has received a copy of UMDNJ's Code of Conduct and UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures. UMDNJ's Code of Conduct is available at <http://www.umdj.edu/complweb/code/conduct.pdf>. UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures are available at the following web addresses:
http://www.umdj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_05.pdf;
http://www.umdj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_10.pdf; and,
http://www.umdj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_15.pdf.

Each party shall ensure that its individuals providing service under the agreement who meet the definition of "Covered Persons" (as such term is defined in the "Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and the University of Medicine and Dentistry of New Jersey" available at <http://www.umdj.edu/presweb/president/UMDNJ-CIA.pdf>) shall comply with UMDNJ's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

4.7 Contract Amendment

Any changes or modifications to the terms of the Contract shall only be valid when they have been reduced to writing and executed by the Contractor and the Vice President of Supply Chain Management.

4.8 Contractor Responsibilities

The Contractor shall have sole responsibility for the complete effort specified in the Contract. UMDNJ is not responsible for any debts or payments incurred by the Contractor in the performance of this Contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due to any subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that UMDNJ may have arising out of the Contractor's performance of this contract.

4.9 Substitution of Staff

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor will identify the substitute personnel and the work to be performed.

The Contractor must provide detailed justification documenting the necessity for the substitution. Résumés must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Contractor shall forward a request to substitute staff to the Vice President of Supply Chain Management, through the University's Project Manager, for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Vice President of Supply Chain Management, through the University's Project Manager.

4.10 Substitution or Addition of Subcontractor(s)

If it becomes necessary for the Contractor to substitute and/or add a subcontractor, the Contractor will identify the proposed new subcontractor and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed résumés of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge ability and experience relevant to that part of the work, which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of a similar subcontractor proposed by the Contractor in its bid proposal.

The Contractor shall forward a request to substitute/add a subcontractor to the Vice President of Supply Chain Management, through the University's Project Manager, for consideration and approval. No substitution or addition of a subcontractor is authorized until the Contractor has received written approval to proceed from the Vice President of Supply Chain Management, through the University's Project Manager.

4.11 Ownership of Material

All data, technical information, materials gathered, oriented, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings,

analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of UMDNJ and shall be delivered to UMDNJ upon 30 days notice by UMDNJ.

With respect to software computer programs and/or source codes developed for UMDNJ, the work shall be considered "work for hire," i.e., UMDNJ, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, Contractor or subcontractor hereby assigns to UMDNJ all right, title and interest in and to any such material, and the UMDNJ shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant UMDNJ a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the UMDNJ for the purposes contemplated by the contract.

4.12 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by UMDNJ to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the Contractor's suspension or debarment from UMDNJ contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

4.13 News Releases

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without prior written consent of the Vice President of Supply Chain Management.

4.14 Advertising

The Contractor shall not use UMDNJ's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Vice President of Supply Chain Management.

4.15 License and Permits

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply UMDNJ with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations shall have been included by the Contractor in its proposal.

4.16 Claim and Remedies

4.16.1 Claims

The following shall govern claims made by the Contractor regarding contract award rescission, contract interpretation, Contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award rescission, contract interpretation Contractor performance and/or reduction, suspension or termination are to be made in a manner consistent with N.J.A.C. 17:12-1.1, et seq. The Vice President's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

All claims asserted against UMDNJ by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

However, any claim against UMDNJ relating to a final decision by the Vice President of Supply Chain Management regarding contract award rescission, contract interpretation, Contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Vice President of Supply Chain Management was improper.

4.16.2 Remedies

Nothing in the contract shall be construed to be a waiver by UMDNJ of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in writing executed by the Vice President of Supply Chain Management.

4.17 Form of Compensation and Payment

The Contractor must submit billing statements to UMDNJ with supporting documentation evidencing that the product and/or work for which payment is sought has been satisfactorily completed. Invoices must reference the Contract number (P10-081) and Purchase Order number and also must be in strict accordance with the prices and discounts that were submitted and

accepted with this proposal. When applicable, invoices should reference the appropriate Request for Proposal price sheet line number from the Contractor's bid proposal. All invoices must be approved by UMDNJ before payment will be authorized.

UMDNJ will issue payment for goods and services within forty-five (45) days of the receipt and acceptance of goods and/or services by the using department, whichever is later. Vendors shall not submit an invoice to Accounts Payable until the vendor receives a Purchase Order from UMDNJ for the goods and/or services. Vendors shall also not date an invoice that is before the date the Purchase Order is issued by UMDNJ.

Vendors may propose a discount for payments made before the 45 day period. UMDNJ may exercise the discretion to take advantage of such early payment terms.

4.17.1 Payment for Special Projects/Additional Work

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

4.18 Additional Work and/or Special Projects

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from the Vice President of Supply Chain Management.

In the event that the need for additional work and/or a special project arises, UMDNJ will submit such a request to the Contractor in writing. The Contractor must present a written proposal to perform the additional work/special project to UMDNJ. The proposal should provide justification for the necessity of the additional work/special project. The relationship between the additional work/special project being requested and the work required by the Contractor under the base contract must be clearly established by the Contractor in its proposal for performing the additional work/special project. The Contractor's written proposal must provide a detailed description of the work to be performed, broken down by task and subtask. The proposal should contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original bid proposal submitted in response to this Request for Proposal. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt of the Contractor's written proposal, it shall be forwarded to the Vice President of Supply Chain Management for written approval. Complete documentation from the using agency, confirming the need for the additional work/special project, must be submitted.

No additional work and/or special project may commence without the Vice President of Supply Chain Management's written approval. In the event the Contractor proceeds with additional work and/or special projects without the written approval of the Vice President of Supply Chain Management, it shall be at the Contractor's sole risk. UMDNJ shall be under no obligation to pay for work done without the Vice President of Supply Chain Management's written approval.

4.19 Option to Reduce Scope of Work

UMDNJ has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Vice President of Supply Chain Management shall provide advanced, written notice to the Contractor.

Upon receipt of such written notice, the Contractor will submit, within five (5) working days to the Vice President of Supply Chain Management, an itemization of the work effort already completed by task or subtasks. The Contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

4.20 Suspension of Work

The Vice President of Supply Chain Management may, for valid reason, issue a stop order directing the Contractor to suspend work under the contract for a specific time. The Contractor shall be paid until the effective date of the stop order. The Contractor shall resume work upon the date specified in the stop order or upon such other date as the Vice President of Supply Chain Management may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Vice President of Supply Chain Management and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

4.21 Changes in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the Contractor shall advise the Vice President of Supply Chain Management in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Vice President of Supply Chain Management and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

4.22 Material Safety Data Sheets

Upon request, the Contractor shall furnish material safety data sheets (MSDS), or manufacturers' equivalent information sheets, on the products and/or chemicals used in performing the services specified in this Request for Proposal to the University's Project Manager. These sheets must list

complete chemical ingredients including the percentage composition of each ingredient on the mixture (down to 0.1%), the chemical abstract services numbers for those substances listed any potentially hazardous products which may give off gas during or following application. Failure to do so may constitute reason for termination of the contract.

4.23 Items Ordered and Delivered

University departments are authorized to order, and the Contractor is authorized to ship, only those items covered by the contract. If a review of orders placed by a department reveals that material other than that covered by the Contract has been ordered and delivered, such delivery shall be a violation of the terms of the Contract and may be considered, by the Vice President of Supply Chain Management, in the termination of the Contract or in the award of any subsequent Contract(s). The Vice President of Supply Chain Management may take such steps as are necessary to have the items returned by the department, regardless of the time between the date of delivery and discovery of the violation. In such event, the Contractor shall reimburse the University the full purchase price.

4.24 Timely Delivery

The Contract involves items that are necessary for the continuation of ongoing, critical services. Any delay in delivery of these items would disrupt University services and could force the University to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the University's ongoing needs.

4.25 Chapter 51 / Executive Order 117 Compliance and 2-year Vendor Certification

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c.51, was signed into law on March 22, 2005. On September 24, 2008, Governor Corzine issued Executive Order 117, which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in procurement. The Executive Order builds upon the provisions of Chapter 51. Pursuant to the requirements of Public Law 2005, c.51, and Executive Order 117, all bidders must submit the Two-Year Chapter 51/Executive Order 177 Vendor Certification and Disclosure of Political Contributions prior to contract award. See Section 9 of this RFP for the certification form. The form and instructions for completion of the form may be found at http://.umdnj.edu/purchweb/employees/employ36_forms_policies.htm .

Bidders should submit the Chapter 51 / Executive Order 117 and 2-year Vendor Certification with their bid proposal. If the bidder fails to submit the Chapter 51 / Executive Order 117 Certification, the bidder, if selected for contract award, must submit and comply with Chapter 51 / Executive Order 117 requirements before the contract award can be finalized.

http://www.umdnj.edu/purchweb/vendors/vendor_06_E0134.htm

4.25.1 State Treasurer Review

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the Contractor. If the State Treasurer determines that any contribution or action by the Contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation the State Treasurer shall disqualify the Business Entity from award of such contract.

4.26 New Jersey Election Law Enforcement Commission Requirement

The Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, section 3) if the Contractor receives in excess of \$50,000 from a public entity in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

4.27 No Non-Compete Clause

The Contractor shall not enter into agreements with employees, independent contractors or any other party which contain "Not to Compete" or "Non-Competition" provisions that would in any way restrict the ability of UMDNJ to provide services in their facilities.

4.28 Foreign (out of State) Corporations

All foreign corporations receiving a notice of Contract award shall be afforded seven (7) days thereafter to register with the State of New Jersey, Department of the Treasury's Division of Revenue. <http://www.state.nj.us/treasury/revenue/busregcert.htm>

4.29 Applicable Laws

This Contract and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

4.30 Tax Exempt Status

UMDNJ is tax exempt. N.J.S.A. 54:32b-1, et. seq., exempts the material listed in this RFP from New Jersey State Sales or Use Taxes.

4.31 Late Delivery and Liquidated Damages

Not applicable under this contract.

4.32 Contractor's Personnel

4.32.1 Direct Management of Personnel

The Contractor will be solely responsible for all direct management, supervision, and control of the work performed by the Contractor's personnel. The Contractor shall be responsible for determining the proper work methods and procedures to be used and for ensuring that the work is properly and safely undertaken and completed in a satisfactory manner.

4.32.2 Employees of the Contractor

All parties must clearly understand that all Contractor personnel provided by the Contractor or any of his subcontractors shall be considered employees of the Contractor or subcontractor. Under no circumstances shall these people be considered employees of the University or as independent Contractors. Therefore, the Contractor and any of his subcontractors must provide all functions related to these personnel with respect to their classification as employees. These functions will include such services as salary, benefits and proper payroll deductions such as federal and state income taxes, disability and unemployment insurance, etc.

Contractor's personnel will be in uniform, clearly indicating name of firm and identifying their affiliation with the firm. In addition, personnel shall bear identification cards at all times with their name as well as the firm name listed on the card.

4.32.3 Employee Conduct

All Contractor personnel must observe all University regulations in effect at the location where the work is being performed. While on University property, the Contractor's personnel shall be subject to oversight by the University's Project Manager. Under no circumstances shall the Contractor's or any subcontractor's personnel be deemed employees of the University. Contractor or subcontractor personnel shall not represent themselves to be employees of the University.

Contractor's personnel will at all times make their best efforts to be responsive, polite, and cooperative when interacting with representatives of the University or any other University employees.

The Contractor's personnel shall be required to work in a harmonious manner with University employees as well as outside Contractor, if applicable. Nothing contained in this RFP shall be construed as granting the Contractor the sole right to supply personal or contractual services required by the University.

The Contractor agrees that, upon request by the University's Project Manager, the Contractor shall remove from the work crew any of its personnel who are, in the opinion of the University, guilty of improper conduct or who are not qualified or needed to perform the work assigned to them. Examples of improper conduct include, but are not limited to, insobriety, sleeping on the job, insubordination, tardiness, or substandard performance. The University's Project Manager

or their representative is empowered to request that the Contractor replace offending personnel immediately.

The University's Project Manager may require replacement and removal from the work crew any employee who is identified as a potential threat to the health safety, security, general well being, or operational mission of the facility and its population.

5.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

5.1 General

The bidder must follow instructions contained in this Request for Proposal and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to read thoroughly and to follow all instructions.

The information required to be submitted in response to this Request for Proposal has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the Request for Proposal's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this Request for Proposal that the bidder cannot satisfy.

5.2 Proposal Delivery and Identification

In order to be considered for award a bid proposal must arrive at the Department of Purchasing Services in accordance with the instructions on the Request for Proposal cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. UMDNJ regulations mandate that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the Request for Proposal identification number, final bid opening date and the buyer's name.

5.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete original bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder should also submit four (4) full, complete and exact copies of the original, clearly marked as "COPY" and one (1) electronic copy in a pdf or similar format on a compact disk. The copies required are necessary in the evaluation of the bid. It is suggested that the bidder make and retain a complete copy of its bid proposal.

5.4 Proposal Form and Content

The proposal should follow the format indicated in the following Sections of this Request for Proposal. The bidder should limit their response to one volume, if at all possible, with that volume divided into the four (4) following subsections:

5.5 Subsection 1 – Forms

The following forms are required with bidder’s proposal and shall be submitted with bidder’s proposal:

5.5.1 Ownership Disclosure Form

The bidder must complete the attached Ownership Disclosure Form. A complete Ownership Disclosure Form must be received prior to, or accompanying, the bid. Failure to do so will preclude the award of a contract.

5.5.2 Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. Proof of valid business registration must be submitted by a bidder with its bid proposal. Failure to submit such valid business registration with a bid will render the bid materially non-responsive. The business registration form (Form NJ-REG) can be found online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

The following forms are required before Contract award and may be submitted with bidder’s proposal:

5.5.3 Affirmative Action

The bidder must complete the attached Affirmative Action Employees Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate, or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition of entering into a valid and binding contract.

5.5.4 Business Associate Agreement

The bidder must complete the attached Business Associate Agreement, involving the access to protected health information that is considered protected pursuant to federal, state and/or local laws and regulations in accordance with the privacy requirements of the “HIPAA” – Health Insurance Portability and Accountability Act of 1996. The requirement is a precondition of entering into a valid and binding contract.

5.5.5 Executive Order 117 Compliance and Certification

Effective November 15, 2008, all UMDNJ contractors are required to comply with Executive Order 117. In the early Fall of 2008, Governor Jon S. Corzine signed Executive Order No. 117, which is designed to enhance New Jersey’s efforts to protect the integrity of government contractual decisions and increase the public’s confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 (“Chapter 51”), which limits contributions to certain

political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Bidders should submit the Executive Order 117 Certification with their bid proposal. If the bidder fails to submit the Executive Order 117 Certification, the bidder, if selected for contract award, must submit and comply with Executive Order 117 requirements before the contract award can be finalized. The Executive Order 117 Certification with instructions may be found on the UMDNJ Purchasing Services Department's website at: <http://www.umdny.edu/purchweb/vendors/index.htm>

5.6 Subsection 2 - Technical Response

A bidder's failure to fully, properly and accurately complete all of the information required by Section 7.0 of the RFP may result in their bid being considered non-responsive.

5.6.1 Overall Technical Approach and Plans

In narrative format, the bidder shall describe in a short narrative the specification of the proposed Ultrasonic Aspirator the bidder is offering under the terms of the RFP. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the Contract. This narrative should convince UMDNJ that the bidder understands the objectives that the Contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the Contract. The narrative should convince UMDNJ that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged as they do not provide insight into the bidder's ability to complete the Contract. The bidder's response to this Section should be designed to convince UMDNJ that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's proposal will lead to successful Contract completion. See Section 7.7

5.6.2 Customer Service

The bidder should provide a detailed description of its Customer Service Department's structure and organization. This description shall include but is not limited to the number of customer service representatives or technicians on duty per shift, each customer service representative's number of years of experience, and the quality of their customer service skills as evidenced by any training or certifications including any ISO 10000 standards which addresses the quality management on handling of customer complaints, and which guidelines the code of conduct on customer services.

5.6.3 Potential Problems

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the Contract. For each problem identified, the bidder should provide its proposed solution.

5.6.4 Locations

The bidder should include the location of the bidder's office that will be responsible for managing the Contract. The bidder should include the telephone number and name of the individual to contact. The bidder should also provide a listing of all the company's location(s), if applicable.

5.6.5 Subcontractor(s)

5.6.5.1 Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract, and (c) compliance with the requirements of all applicable laws.

5.6.5.2 The bidder should provide detailed description of services to be provided by each subcontractor, referencing the applicable Section or subsection of this RFP.

5.6.5.3 The bidder should provide detailed résumés for each subcontractor's management supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

5.6.5.4 The bidder should provide documented experience demonstrating that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

5.7 Subsection 4 - Cost Proposal

All bidders must submit their cost proposal in accordance with the Price Sheet(s) included in Section 8.0 of this Request for Proposal. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is requested to hold its cost proposal firm for a minimum of 120 days so that an award can be made.

The bidder must submit its price list to UMDNJ for every year of the Contract. During the term of the Contract, only one price increase per year is permitted. The increase can not exceed the Consumer Price Index of the previous calendar year.

ONLY price and costing information provided by the bidder in its original bid proposal submitted in response to this Request for Proposal may later be used for additional work and/or special projects to be paid against the Contract resulting from this Request for Proposal.

NOTE: The bidder's signature on the cover of this Request for Proposal guarantees that prices set forth within the preprinted price lists and/or catalogs will govern for the period of the Contract. The bidder also acknowledges that, notwithstanding any reference to price

escalation clauses, FOB shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references shall not be part of any Contract awarded as a result of this Request for Proposal.

Once submitted there can be NO alterations or modifications to the pricing of the original proposal without UMDNJ approval.

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Evaluation Committee

Bids will be evaluated by an Evaluation Committee composed of members of affected departments within UBHC together with representative(s) from the Department of Purchasing Services. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of an outside consultant in an advisory role.

6.2 Oral Presentation and/or Clarification of Bids

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid. The original bid, as submitted, however, cannot be supplemented, changed, or corrected in any way during the evaluation process. No comments regarding other bids are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid. The Purchasing Services' buyer is the sole point of contact regarding any request for an oral presentation or written clarification.

6.3 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this Request for Proposal. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

6.3.1 The quality of the services proposed and their conformance to the requirements of this Request for Proposal.

- 6.3.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work section of this RFP, including without limitation its ability to work with Stockell's Insight CS system..
- 6.3.3 The bidder's documented experience in successfully providing claims scrubber and insurance eligibility verification Systems to institutions of similar size, scope and mission as UMDNJ - UBHC.
- 6.3.4 The overall ability of the bidder to mobilize, undertake and successfully complete the Contract. This judgment will include, but not be limited to the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed, the bidder's contract management plan, including the bidder's organizational chart, the bidder's financial stability, and the bidder's internal investment in resource and development.
- 6.3.5 The bidder's cost proposal.
- 6.4 University's Right to Consider Additional Information
 - 6.4.1 The Vice President of Supply Chain may obtain any information determined to be appropriate regarding the ability of the bidder to supply and/or render the service required by this Request for Proposal.
 - 6.4.2 The Vice President of Supply Chain may consider such other factors that, in the opinion of the Vice President, are important in evaluating the bidder's proposal and awarding Contracts as determined to be in the best interest of the University.
 - 6.4.3 The University reserves the right to request all bidders to explain the method used to arrive at any or all cost or pricing figures.
 - 6.4.4 When making the Contract award decision, the University may consider evidence of formal or other complaints against any bidder(s) by the University for Contracts held in the past or present by the bidder.
 - 6.4.5 The University reserves the right to check the bidder's financial capacity and ability to successfully undertake and complete the services required by this Request for Proposal by any means deemed appropriate.
 - 6.4.6 The University reserves the right to conduct site inspections of any facility(s) serviced by the bidder(s) to assist in judging the bidder's ability to provide the services required by this Request for Proposal. This applies to all facilities services by the bidder or any subcontractor to the bidder. This right extends to all facilities of which the University is aware, or about which it becomes aware, that the bidder is servicing, whether or not the facility is listed in the bidder's proposal.

6.5 Contract Award

The Contract shall only be awarded after a full evaluation has been completed. Bidders who submit a proposal are not guaranteed a Contract award. The Contract shall be awarded with reasonable promptness by written notice to that responsible and responsive bidder whose bid, conforming to the Request for Proposal, will be most advantageous to UMDNJ, price and other factors considered. Any or all bids may be rejected when the Vice President of Supply Chain Management determines that it is in the public interest to do so.

6.6 NEGOTIATION AND BEST AND FINAL OFFER (BAFO) After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, UMDNJ may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals. The primary purpose of negotiations is to maximize UMDNJ's ability to get the best value, based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder's award potential, including payments. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly. When the evaluation committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFP requirements are satisfied and further provided that the revised payment proposal is not higher than the original payment proposal. Any revised payment proposal that is not equal to or lower in payment than the original payment proposal will be rejected as nonresponsive. Evaluation of the best and final offers will be on the basis of payment and the evaluation criteria set forth in the RFP. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity. UMDNJ reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award. After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Vice President for award the responsible bidder(s) whose bid proposal(s), conforming to the RFP, is most advantageous to the State, payment and other factors considered. The Vice President may accept, reject or modify the recommendation of the Evaluation Committee. The Vice President may negotiate further increases in payment with the selected bidder. Negotiations will only be conducted in those circumstances where they are deemed by UMDNJ to be in UMDNJ's best interests and to maximize the UMDNJ's ability to get the best value. Therefore, bidders are advised to submit their best technical and payment proposals in response to this RFP, because the UMDNJ may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation with any bidder. All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or payment proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

6.7 Bidder's Right to Challenge a Contract Award

Except in cases of emergency, bidders have the right to protest a proposed contract award.

A bidder's protest must be submitted to the buyer of record with a copy to the Vice President of Supply Chain Management ("Vice President") within ten (10) days of receipt of notice to the bidder that it did not receive a contract award for its submitted bid proposal or notice that an award had been made to another bidder. The protest period may be shortened by the Vice President of Supply Chain Management. If the protest period is shortened or a protest period is not authorized due to emergency, all bidders will receive notice of the shortened protest period or emergency in the notice sent to bidder on the award of the contract.

Notices of Contract award under this section may be faxed, e-mailed, sent by regular mail or by any other means, excluding telephonic communication, conducive to transmitting the notice. If notice is sent by regular mail, the recipient is deemed to have received the notice three (3) days after mailing.

If a bidder files a protest to a contract award under this section, the bidder must set forth in writing with specificity the basis of the protest. At the time of the protest filing, the bidder must also submit all documentation supporting the basis of the protest. Failure to comply with these requirements may lead to rejection of the protest and UMDNJ award of the contract.

The protest will be reviewed and addressed with reasonable promptness. If deemed necessary by Vice President, a hearing may be held on the merits of the protest. In all cases, the Vice President will notify the bidder of the final determination on the protest.

7.0 BIDDER'S DATA SHEETS (FORMS TO BE COMPLETED BY BIDDER)

The bidder should fully complete and submit the following Bidder's Data Sheets. Failure to satisfactorily complete and submit the Bidder's Data Sheets may result in a determination that your bid is non-responsive, resulting in rejection of your bid.

7.1 Contact Information – Claims Scrubber and Insurance Eligibility Verification

7.1.1 The bidder should provide the location of bidder's business office that will be responsible for management of this contract.

Name: _____

Address: _____

Federal Employer Identification Number (FEIN): _____

Business Phone Number: (____)-____-____

Business Fax Number: (____)-____-____

E-mail: _____

7.1.2 The bidder should provide the name(s) and phone number(s) of the bidding firm's management personnel to be contacted if problems or emergencies occur (24 hours per day).

Name: _____

Role of this person for this contract: _____

Work Telephone Number: (____)-____-____

Home Telephone Number: (____)-____-____

E-mail: _____

Name: _____

Role of this person for this contract: _____

Work Telephone Number: (____)-____-____

Home Telephone Number: (____)-____-____

E-mail: _____

7.2 REFERENCES OF FIRM

The bidder should list references that clearly demonstrate the bidder’s proven capabilities in performing services for organizations of a similar size, scope and mission to those required by this RFP. It is requested that references be given in the format below.

The bidder should provide a comprehensive listing of contracts requiring work of a similar size and scope to those required by this RFP. References provided should be for work that has been successfully undertaken and completed by the bidder. These references will serve as a demonstration of the firm’s ability to successfully undertake and provide the services required by this RFP. A description of the contract should be included and should show how the referenced contract relates to the ability of the firm to provide the services required by this RFP.

1. NAME OF COMPANY PROVIDED AS A REFERENCE FOR YOUR FIRM:

ADDRESS: _____

NAME OF COMPANY’S MANAGEMENT PERSON THAT THE UNIVERSITY MAY CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-____

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF SERVICES THAT YOUR FIRM PROVIDED FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

7.3 The bidders general approach and plans to meet the requirements of this RFP.

Provide below the bidder's general approach and plans to meet the requirement of this RFP. The new contract is expected to begin on or about February 1, 2011 and the projected go-live date for the Stockell Insight CS and the claim scrubber and insurance eligibility verification Systems is July 1, 2011.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.7 Subcontractor Data Sheet(s)

If the bidder is proposing to use subcontractors, the following information should be completed and submitted with the bid. The Contractor shall submit the name, address and contact person of each subcontractor along with the list of the tests they will be performing along with their proposal response.

NOTE: If there is more than one (1) subcontractor, bidders should submit the following data for each subcontracting firm. It is suggested that bidders make blank copies of this section and complete a copy for each subcontractor.

7.7.1 Subcontractor's name, address, contact person and 24-hour phone number:

Firm name: _____

Address: _____

Contact person: _____

24-hour phone number: (____)-____-____

7.7.2 Name(s), title(s) and function(s), of the responsible operating officers:

Name	Title	Function
_____	_____	_____
_____	_____	_____
_____	_____	_____

7.7.3 Describe, in detail, the function(s) the subcontractor will be performing:

7.7.4 Describe the subcontractor's experience in performing similar services to those required by this Request for Proposal:

7.7.5 Name of company, address, contact name and telephone number of firm provided as a reference for subcontractor:

Name of company provided as a reference for the subcontractor:

Address:

Name of company's management person that the University may contact to verify reference:

Phone number of individual listed above: (____)-____-____

Dates under contract: From _____ to _____

Provide a brief description of services that the subcontractor provided for this company under contract. Emphasize services that are similar to those required by this Request for Proposal:

(MAKE ADDITIONAL COPIES OF THESE SHEETS, IF NECESSARY)

7.8 Customer Service Qualifications/Technical Support

The bidder should provide a detailed description of its Customer Service Department's structure and organization. The bidder should include the number of customer service representatives or technicians on duty per shift, each customer service representative's number of years of experience, and the quality of their customer service skills as evidenced by any training or certifications including any ISO 10000 standards which addresses the quality management on handling of customer complaints, and which guidelines the code of conduct on customer services. Attach information to this form.

7.9 Potential Problems

The bidder should include a summary of any problems it anticipates encountering in implementing or providing the services or other work elements as detailed in the Scope of Work of this Request for Proposal. The bidder should list issues or concerns which the bidder, in its judgment, feels may become problems. It is important for the bidder to convince the University of its understanding of, and ability to solve, these problem areas.

Potential Problem:

Show in a brief narrative that you understand the cause and substance of the potential problem. Be specific.

Give a specific recommendation on how to address and solve the problem.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

8.0 PRICE SHEET

PROVIDE CLAIM SCRUBBER AND INSURANCE ELIGIBILITY VERIFICATION SERVICES FOR UBHC

PROPOSAL #P11-036

RATES MUST INCLUDE TOTAL, ALL-INCLUSIVE COSTS FOR THE SERVICES REQUESTED, INCLUDING BUT NOT LIMITED TO, ADMINISTRATION, PROFIT, DIRECT OR INDIRECT COST, ALL TRAVEL COSTS, SHIPPING AND ALL OTHER EXPENSES. AN ENTRY MUST BE MADE ON EVERY LINE.

Line	Description	Year 1 Est. to begin 02/01/2011	Year 2	Year 3
01	Develop and install claims scrubber and insurance eligibility verification System per 3.0 specifications. Includes one year warranty after go-live. One-time charge.	\$	N/A	N/A
02	Annual non-exclusive license fee for use of the claims scrubber and insurance eligibility verification System per 3.0 specifications. Takes effect after go-live.	\$	\$	\$
03	Annual support and maintenance fee for support and maintenance of the claims scrubber and insurance eligibility verification System. Takes effect after one year warranty period.	N/A	\$	\$
04	Charge to provide new version of the claims scrubber and insurance eligibility verification System as Contractor makes it commercially available to its customers. Express bid as a percentage off Contractor's then-current catalog price.	%	%	%

For Line #01, fee for development and installation of the System, fee may be invoiced at the following milestones:

Contract award:	-0- % (Note UMDNJ cannot make payments at award)
Implementation plan approved:	20%
System installed:	30%
Go-live:	50%

9.0 REQUIRED FORMS

9.1 The following forms shall be submitted with bidder's proposal:

- Ownership Disclosure Form
- Business Registration Certificate (BRC)

9.2 The following forms are required before Contract award and may be submitted with bidder's proposal:

- Affirmative Action Employee Information Report (AA302)
- Business Associate Agreement
- Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form
- Certificate of Insurance

9.2 P11-036 Claims Scrubber and Insurance Eligibility Verification for UBHC
Question Protocol Format

Vendor Name: _____

Question #	Page #	RFP Section Reference	Question

OWNERSHIP DISCLOSURE FORM

Name of Firm: _____

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm named above. If addition space is necessary, provide on an attached sheet.

Name	Office Held	Ownership Interest
------	-------------	--------------------

INSTRUCTIONS: Provide below the names and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on any attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to the UMDNJ, Purchasing Department in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

Name	Office Held	Ownership Interest
------	-------------	--------------------

COMPLETE ALL QUESTIONS BELOW

Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes complete and attach a separate disclosure form reflecting previous ownership interests.) Yes _____ No _____

Has any person listed in this form or its attachments ever been arrested, charged, indicted, plead guilty or been convicted in a criminal or disorderly persons matter by the State of New Jersey, any other Political subdivision state or the U.S. Government? (If yes, attach a detailed explanation for each instance.) Yes _____ No _____

Has any person or entity listed in this form or its attachments ever been excluded suspended, debarred or otherwise declared ineligible by any agency of government from bidding or Contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.) Yes _____ No _____

Are there now any criminal matters, suspension or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.) Yes _____ No _____

Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attach a detailed explanation for each instance.) Yes _____ No _____

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 acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any Contracts with the State to notify the State in writing or any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation, 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 or my agreement(s) with the State of New Jersey and that the State at its option, may declare any Contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment. (Print or Type)

Date: _____	_____ Signature
	_____ Name
	_____ Title

AFFIRMATIVE ACTION DOCUMENTATION

Dear Vendor:

As a State Agency, New Jersey State Regulations N.J.A.C. 17:27 requires us to obtain documentation regarding our vendors' "Affirmative Action" status. In order for us to be in compliance and do business with your company for the procurement of goods and services, it will be necessary for you to provide only one of the following documents with your bid/proposal response.

1. A State of New Jersey "Certificate of Employee Information Report Approval," or
2. A Form AA/302 Affirmative Action Employee Information Report, or
3. A Federal letter of approval from the Department of Labor.

Please understand the importance of this request. Although you may have already submitted this information, our files must be updated annually with current employment statistics. Your noncompliance of this request may result in suspension of any future business with your company.

Sincerely,

Purchasing Services

SUPPLIER DIVERSITY AND VENDOR DEVELOPMENT PROGRAM
DIVERSITY VENDOR POLICY/REQUIREMENTS

I. **PURPOSE**

To outline goals and action plans to support and enhance the University's vendor base toward eradicating racial, ethnic, and gender discrimination from society at large through the New Jersey Set-Aside Program.

II. **DEFINITIONS**

Vendor Diversity Program - The University's commitment to ensure that a fair percentage of the total purchases for supplies, equipment, services, and construction is placed with, small businesses which include minority and women-owned businesses. The University has established a 25 percent goal for Small Businesses.

Small Businesses - A small business is now defined as having its principal place of business in New Jersey, gross annual revenues of \$12 million or less and no more than 100 full time employees.

A. New Jersey Business – this may be calculated in one of two ways:

- 1) 51% or more of its employees work in New Jersey as evidenced by payment of New Jersey unemployment taxes; or
- 2) 51% or more of its business activities take place in New Jersey as evidenced by payment of New Jersey income/business taxes.

B. 100 or fewer employees – a sole proprietorship, partnership or corporation having 100 or fewer employees, not including seasonal and part-time employees who work less than 90 days annually, if seasonal and part-time employees are normal to the industry. This does not include a consultant engaged by the business for work to be performed on a contract not related to the contract for which the small business is seeking eligibility.

C. Gross annual revenues may not exceed \$12 million.

Construction Contract - any contract involving any construction, renovation, reconstruction, rehabilitation, alteration, conversion, extension, demolition, repair or other changes or improvements of any kind whatsoever of any structure or facility. The term also includes the supervision, inspection and other on-site functions incidental to actual construction.

III. **IMPLEMENTING DOCUMENT**

A. Requirements:

1. General Guidelines:

- a. As part of its Supplier Diversity Program encompassing small businesses, the University is committed to actively and affirmatively seek diverse business relations. The goal is to ensure that an equitable portion of the University's total purchases for construction, goods, equipment and services is placed with diverse businesses. Vendors are to complete the Sub-Contractor Utilization Report in order to comply with target goals set by the University.
- b. All academic, healthcare and administrative units of the University are encouraged to consider vendor diversity in their purchases.

2. UMDNJ Vendor Diversity Program Goals and Targets:

A total of 25% of all contracts should be awarded to registered small businesses; which include minorities and women:

- 10% to firms whose gross annual revenues do not exceed \$500,000
- 10% to firms whose gross annual revenues do not exceed \$5 million
- 5% to firms whose gross annual revenues do not exceed \$12 million

A small business may be registered in one of three categories, based upon its annual gross revenues. These categories are:

- up to \$500,000
- up to \$5 million
- up to \$12 million

3. Program Requirements

Public contracting entities are now subject to meeting a 25% minimum overall goal collectively for the three categories of small business.

4. New Reporting Requirement

Public contracting authorities must now report annually on their outreach efforts.

5. Important Process Change

In order to be eligible to bid as a small business, a firm must now be registered as a small business as of the date of the bid opening. This is a change from previous requirements, which required a firm to have submitted an application one-day prior to bid opening.

6. Other UMDNJ Policies and Procedures:

The UMDNJ Vendor Diversity Program requirements shall apply to all other policies and procedures of the UMDNJ Department of Purchasing Services.

B. Responsibilities

All departments are responsible for integration of supplier diversity into their operations.

Revised 1/23/04

8/23/05

Small Business Sub-Contractor Utilization Report

Project Name	
Date	Purchase Order #
Project Coordinator	
Representative	
Address	
Phone #	

Prime Vendor Representative - Please fill in the following sub-contractor information (If applicable). List small business subcontractor vendor type as follows: (1) up to \$500,000, (2) up to \$5 million, (3) up to \$12 million. Photocopy this form as needed to list all subcontractors you will be utilizing for this awarded contract.

Sub-Contractor/Vendor Name	Type:___
Contact Person	
Address	
Phone #	
* Amt. \$ Pd. To Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Sub-Contractor/Vendor Name	Type:___
Contact Person	
Address	
Phone #	
* Amt. \$ Pd. To Sub-contractor	
Scope/Type of Service	
Duration period of Sub-Contract	

Prepared By: _____ Phone #: _____
 Print Name
 _____ Bid/Bid #: _____
 Print Title
 _____ Term of
 Signature Contract: _____

Return to: UMDNJ Manager of Purchasing
 Liberty Plaza, 2nd Floor
 335 George Street
 New Brunswick, New Jersey 08903

*Amount Paid to Subcontractor by
 invoice: By-Weekly, Monthly, etc.

**This Business Associate Agreement
Is Related To and a Part of the Following
Underlying Agreement:**

Effective Date of Underlying Agreement: _____
School/Unit: _____
Vendor: _____

Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into between The University of Medicine and Dentistry of New Jersey - [Name of School/Department/Unit] (“UMDNJ”), a body corporate and politic of the State of New Jersey having its principal administrative offices at 65 Bergen Street, Newark, New Jersey 07107 (hereinafter referred to as “Covered Entity”) and [Name and Address of Contracting Party] (hereinafter referred to as “Business Associate”) (the “Covered Entity” and “Business Associate” hereinafter collectively referred to as the “Parties”). Any conflict between the terms of this BAA and the Underlying Agreement between the Parties shall be governed by the terms of this BAA.

WHEREAS, in connection with the Underlying Agreement the Business Associate provides services to Covered Entity and Covered Entity discloses to Business Associate certain Protected Health Information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“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 regulations promulgated by the U.S. Department of Health and Human Services (the “HHS”) (hereinafter the “HIPAA Regulations” and the “HITECH Regulations,” respectively) and/or applicable state and/or local laws and regulations; and

WHEREAS, for good and lawful consideration and with acknowledgment of the mutual promises, set forth in the Underlying Agreement and herein, the Parties, intending to be legally bound, hereby agree as follows:

I. Definitions¹

A. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information (“PHI”) which compromises the security or privacy of such information in violation of HIPAA, the HITECH Act, the HIPAA Regulations, and/or the HITECH Regulations, except where a good faith belief exists that unauthorized persons to whom such information is disclosed would not reasonably have been able to retain such information. The term “**Breach**” does not include:

¹ An expanded definition of the following terms as well as the definition of other relevant terms are available on UMDNJ’s website at <http://www.umdj.edu/purchweb/vendors/index.htm>. Terms used in this Business Associate Agreement but not otherwise defined shall have the meaning ascribed to those terms in HIPAA, the HITECH Act, and any current and future regulations promulgated under HIPAA and/or the HITECH Act. See 45 C.F.R. 160.103, 164.402 and 164.501.

1. Any unintentional acquisition, access, or use of PHI by an employee or person acting under the authority of a Covered Entity or Business Associate if:
 - a. Such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or person, respectively, with the Covered Entity or Business Associate; and
 - b. Does not result in further unauthorized use or disclosure; or
2. Any inadvertent disclosure by a person who is otherwise authorized to access PHI at a Covered Entity or Business Associate to another, similarly authorized person at the same Covered Entity, Business Associate or organized health care arrangement in which the Covered Entity participates and such information received as a result of such disclosure is not further used or disclosed in an impermissible manner.

B. Business Associate means a service provider that receives PHI from, or creates or maintains PHI on behalf of, a Covered Entity including, but not limited to, claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefits management, practice management, repricing, transcription, legal, actuarial, accounting, consulting, data aggregation, administrative, accreditation or financial services, and vendors that offer personal health records to patients as part of a Covered Entity's electronic health record, where the service or function involves the use or disclosure of individually identifiable health information from the Covered Entity or from another Business Associate of the Covered Entity. A Business Associate excludes, among others, employees of Covered Entities.

C. Covered Entities include (i) health care providers that transmit patient health information electronically in connection with a covered transaction, (ii) health plans (including employer-sponsored employee welfare benefit plans and self-insured employer-offered health plans), and (iii) health care clearinghouses.

D. Data Aggregation means, with respect to PHI created or received by a Business Associate, the combining of PHI received by a Business Associate in its capacity as a Business Associate for more than one Covered Entity to permit data analyses that relate to the health care operations of the respective Covered Entities.

E. Designated Record Set means any grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity that is (i) medical records and billing records about individuals, and/or (ii) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, used, in whole or in part, by or for the Covered Entity, to make decisions about individuals.

F. Electronic Protected Health Information ("Electronic PHI") means PHI that is transmitted by or maintained in electronic media.

G. **Individual** means the person who is the subject of PHI and includes a person who qualifies as a personal representative (45 C.F.R. 164.502(g)).

H. **Protected Health Information (“PHI”)** means physical and/or mental health and demographic information collected from an individual and created or received by a Covered Entity and/or Business Associate that identifies or could reasonably identify an individual (*i.e.*, is “individually identifiable”) and is held or transmitted in any form including electronic media. PHI excludes educational records and employment records held by a Covered Entity as an employer (45 C.F.R. 164.501).

I. **Required By Law** means that Covered Entities may use and disclose PHI without individual authorization as required by law (including by statute, regulation, or court orders) in accordance with the requirements in 45 C.F.R. 164.512(c), (e) or (f).

J. **Unsecured PHI** means PHI not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary of HHS.

II. **Permitted Uses and Disclosures of PHI by Business Associate**

A. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such uses and/or further disclosures (i) do not violate the requirements of HIPAA’s Business Associate contract standard at 45 C.F.R. 164.504(e)(1) and/or the HITECH Act, if done by the Covered Entity, (ii) are the minimum necessary PHI to accomplish the intended purpose, or (iii) are Required By Law.

B. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate, provided, however, that any such uses or disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that (i) the PHI 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 (ii) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

C. Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to Covered Entity (42 C.F.R. 164.504(e)(2)(i)(B)).

D. Business Associate may use PHI to report violations of law to appropriate federal and state authorities as permitted under HIPAA and/or other federal and state laws. (45 C.F.R. 164.502(j)(1)).

III. **Duties and Obligations of Business Associate Related to PHI**

A. Business Associate shall not use or disclose PHI other than as permitted or required by the Underlying Agreement, this BAA, and/or as Required By Law. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this BAA.

B. Business Associate shall use and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and/or Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

C. Business Associate shall notify, in writing, the Covered Entity when the Business Associate discovers a Breach of Unsecured PHI. A Breach is deemed to have been discovered by a Business Associate as of the first day on which Business Associate (by its employee, officer, or other agent) knows or would have known of such Breach by exercising reasonable diligence. Business Associate's notification to Covered Entity (i.e., UMDNJ) shall:

1. Be made to the Covered Entity without unreasonable delay and in no event later than ten (10) days following the discovery of a breach, except in the case of a Business Associate that is an agent of the Covered Entity, in which case the Business Associate must provide the Covered Entity with immediate notification of the breach, except where law enforcement officials determine that a notification would impede a criminal investigation or cause damage to national security. Unless the language in the underlying agreement between the parties indicates that a Business Associate is an independent contractor, then the Business Associate shall be considered an agent of UMDNJ for purposes of breach notification.

2. To the extent possible, provide the identity of each Individual whose Unsecured PHI was, or is reasonably believed to have been, Breached, and any other information that the Covered Entity is required to include in the notice to affected Individuals under 45 C.F.R. 164.404(c), either at the time of notice of Breach to the Covered Entity or as promptly thereafter as information becomes available. Include information in substantially the same form as the "Notification To the Covered Entity About A Breach of Unsecured Protected Health Information" available to Business Associates at UMDNJ's website at http://www.umdj.edu/hipaaweb/BN/NOTICATION_TO_THE_COVERED_ENTITY.pdf.

D. Business Associate is subject to the same legal requirements to cure, terminate or report violations to the Secretary of HHS under the same duty and in the same manner as Covered Entity.

E. Business Associate shall mitigate, to the extent practicable, any harmful effect known to it resulting from an unauthorized use or disclosure of PHI or Breach of Unsecured PHI.

F. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI (i) received from, or (ii) created or received by Business Associate on behalf of, a Covered Entity agrees, in writing, to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI.

G. Business Associate (i) shall provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI and, (ii) to the extent applicable, shall provide access for inspection and copying of PHI in a Designated Record Set at reasonable times at the request of Covered Entity or, as directed by Covered Entity, to an Individual (45 C.F.R. 164.524). If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act. (42 U.S.C. §17935(e)).

H. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.

I. Business Associate agrees to use, disclose and request (i) only the minimum necessary PHI, as defined by law, and (ii) to the extent practicable, only the limited data set of PHI excluding direct identifiers, as defined in 45 C.F.R. 164.514(e)(2).

J. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI (45 C.F.R. 164.528). Should a Covered Entity or an Individual request an accounting of disclosures of PHI pursuant to 45 C.F.R. 164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond no later than sixty (60) days after receipt of such request, subject to specific statutory exceptions.

K. Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to Covered Entity at the request of Covered Entity, or the Secretary of HHS, for purposes of the Secretary determining Covered Entity's compliance with HIPAA and/or the HITECH Act in the time, manner and place designated by the Covered Entity and/or the Secretary.

L. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, no later than sixty (60) days after receipt of such request from a Covered Entity or Individual.

M. Business Associate agrees to abide by the limitations on marketing communications to Individuals regarding the purchase and use of products or services set forth in the HITECH Act and the HITECH Regulations.

N. Business Associate agrees and acknowledges that the administrative rules governing, and the civil and criminal penalties for violating, HIPAA, the HITECH Act, the HIPAA Regulations and the HITECH Regulations, apply to it in the same manner as they apply to Covered Entity, as more fully set forth at UMDNJ's website at <http://www.umdnj.edu/complweb/policies/index.htm>.

IV. Term and Termination

A. Term. The term of this BAA shall be effective as of the effective date of the Underlying Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section IV.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this BAA and the Underlying Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

2. Immediately terminate this BAA and/or the Underlying Agreement if Business Associate has breached a material term of this BAA and cure is not possible; or

3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of HHS.

C. Effect of Termination.

1. (a) Except as provided in paragraph C.2 of this Section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

(b) Except as provided in paragraph C.2 of this Section, if Covered Entity, in its sole discretion, requires that Business Associate destroy any or all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, either due to the termination of this BAA or otherwise, Business Associate shall certify, in writing, to Covered Entity that the PHI has been destroyed and rendered indecipherable, pursuant to HIPAA and the HITECH Act. This provision also shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible within thirty (30) calendar days of such request. In such case, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. This provision also shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

3. Should the Business Associate make a disclosure of PHI in violation of this BAA, Covered Entity shall have the right to immediately terminate any contract, other than this BAA, then in force between the Parties, including the Underlying Agreement.

4. The provisions of this Section IV.C. shall survive the termination of this BAA and the Underlying Agreement for any reason.

V. Remedies In Event of Breach

A. Business Associate agrees and acknowledges that irreparable harm will result to Covered Entity, and to its business, in the event of breach by Business Associate of any covenants, duties, obligations and assurances in this BAA and further agrees that remedy at law for any such breach shall be inadequate and that damages resulting therefrom are not susceptible to being measured in monetary terms. In the event of any such breach or threatened breach by Business Associate, Covered Entity shall be entitled to (i) immediately enjoin and restrain Business Associate from any continuing violations and (ii) reimbursement for reasonable attorneys' fees, costs and expenses incurred as a proximate result of the breach. The remedies in this Section V shall be in addition to any action for damages and/or other remedy available to Covered Entity for such breach.

B. Business Associate shall indemnify and hold Covered Entity, its directors, officers, employees and agents harmless from any and all liabilities, damages, reasonable attorneys' fees, costs and expenses incurred by Covered Entity as a result of a breach of this BAA caused by Business Associate's actions or inactions and/or those of its employees and agents.

C. Business Associate agrees and acknowledges that the provisions of this BAA shall be strictly construed.

VI. Miscellaneous

A. Independent Contractor. None of the provisions of this BAA and/or the Underlying Agreement are intended to create nor shall be deemed or construed to have created any relationship between the Parties other than that of independent entities contracting with each other unless otherwise explicitly stated in this BAA or the Underlying Agreement.

B. Detrimental Reliance By Covered Entity. Business Associate agrees and acknowledges that its covenants, duties, obligations and assurances herein shall be detrimentally relied upon by Covered Entity in choosing to commence or continue a business relationship with Business Associate. Covered Entity shall not be liable to Business Associate for any claim, loss, or damage relating to Business Associate's use or disclosure of any information received from Covered Entity or from any other source.

C. Regulatory References. Any reference herein to law means the law as in effect or as amended.

D. Construction. The BAA shall be construed broadly and any ambiguity shall be resolved in favor of a meaning that complies and is consistent with applicable law.

E. Severability. In the event that any provision of this BAA violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this BAA, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this BAA.

F. Authority. The signatories below have the right and authority to execute this BAA for their respective entities and no further approvals are necessary to create a binding agreement.

G. Covered Entity's Notices To Business Associate. Covered Entity's Notices to Business Associate are available on UMDNJ's website at http://www.umdj.edu/hipaaweb/privacy/privacy_NPPUMDNJ03.htm. Such Notices include, but are not limited to, (i) any limitations in the Covered Entity's Notices of Privacy Practices that may affect the Business Associate, (ii) any changes in, or revocation of, permission by an Individual to use or disclose PHI, or (iii) any restriction in the use or disclosure of PHI that Covered Entity has agreed to.

H. Compliance With State Law. Business Associate agrees and acknowledges that as the holder of individually identifiable health information it is subject to New Jersey law. In the event of any conflict between federal health care laws and New Jersey law, the Business Associate shall comply with the more restrictive provision.

I. Conflict Among Contracts. Should there be conflict between the terms of this BAA and any other contract between the Parties (either previous or subsequent to the date of this BAA), the terms of this BAA shall control unless the Parties, in a subsequent writing, specifically otherwise provide.

J. Modification. This BAA may only be modified by a writing signed by the Parties. The Parties agree to take such action subsequent to this BAA as necessary to amend the BAA from time to time as necessary for the Parties to comply with the requirements of any applicable law.

K. Notices to Parties. Any notice required under this BAA to be given shall be made in writing to:

To The Covered Entity:
School/Unit/Department:

To The Business Associate:
Name/Title:_____

Address:
Telephone:
E-Mail:

Address:
Telephone:
E-Mail:

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement the day and year first written below.

**By: UNIVERSITY OF MEDICINE
AND DENTISTRY OF NEW JERSEY
[COVERED ENTITY]**

By: [BUSINESS ASSOCIATE]

Approved:
Title:

Approved:
Title:

Date:

Date:

*Version 1
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