

REQUEST FOR PROPOSAL (RFP)

TITLE: Independent Review Organization and Compliance Expert Services

RFP NUMBER: **P10-006**

DATE ISSUED: August 20, 2009

DUE DATE: **September 30, 2009**

TIME: **2PM**

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 the Office of Compliance and Corporate Integrity and the Office of Legal Management.

The purpose of this RFP is to enter a contract for the services of an Independent Review Organization (“IRO”) that will provide reviews of selected cost reporting, coding and billing, reimbursement, contract and general compliance issues. In addition, UMDNJ will enter into a separate contract for the services of a Compliance Expert, who will assist the Audit Committee of the UMDNJ Board of Trustees in the design, implementation and monitoring of a Compliance Program Review.

1.1.2 Intent

The public and governmental agencies providing oversight of UMDNJ may not realize that today UMDNJ is an institution with a level of thoroughness in investigating and correcting internal financial, compliance and ethical matters. As a demonstration of UMDNJ’s thoroughness in compliance-related matters, UMDNJ intends to utilize the service of governmentally approved independent review firm that has provided audits of healthcare institutions like UMDNJ. UMDNJ intends to enter into a Corporate Integrity Agreement (CIA) with the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS) to promote compliance with the statutes, regulations, and written directives of Medicare, Medicaid, and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) (Federal health care program requirements). As part of the agreement, UMDNJ will engage an Independent Review organization and a Compliance Expert.

It is the intent of the University to award a contract to one Contractor to provide Independent Review Organization services. The Contractor will have served as an Independent Review Organization for institutions who are under a Corporate Integrity Agreement or will have served as a federal monitor under a Deferred Prosecution Agreement.

The “Independent Review Organization” or “IRO”, contracted with UMDNJ shall perform the following reviews: (i) a review to assist UMDNJ in assessing its compliance with the obligations pursuant to an Arrangements Review, (ii) a review to assist UMDNJ in assessing and evaluating UMDNJ’s coding, billing, and claims submission to the Federal health care programs and the reimbursement received (Claims Review), and (iii) a review to analyze whether UMDNJ sought payment for certain unallowable costs (Unallowable Cost Review). The IRO engaged by UMDNJ to perform the Claims Review shall have expertise in the billing, coding, reporting, and other requirements applicable to UMDNJ and in the general requirements of the Federal health

care program(s) from which UMDNJ seeks reimbursement. The IRO engaged by UMDNJ to perform the Unallowable Costs Review shall have expertise in the cost reporting requirements applicable to UMDNJ and in the general requirements of the Federal health care program(s) from which UMDNJ seeks reimbursement.

It is the intent of the University to award a contract to one Contractor who will serve as a Compliance Expert. The Compliance expert shall have expertise in compliance with Federal health care program requirements, and will, under the direction of the UMDNJ Board of Trustees Audit Committee, design and manage a Compliance Program review to support the board Committee's responsibility for reviewing and assessing UMDNJ's Compliance program.

A Contractor selected for award for one area of work shall not be eligible for contract award for the other area of work.

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>

The University consists of the following schools and units:

- Central Administration
- Operation and Maintenance of Physical Plant
- New Jersey Medical School
- New Jersey Dental School
- Robert Wood Johnson Medical School-Piscataway and Camden
- School of Osteopathic Medicine-Stratford and Camden
- Graduate School of Biomedical Sciences
- School of Health Related Professions
- School of Nursing
- School of Public Health
- University Hospital
- University of Behavioral Health Care at Newark and Piscataway
- Faculty Practice Plans at each location
- Plus other Institutes and Centers (Cancer Institute of New Jersey (CINJ), Environmental and Occupational Health and Safety Institute (EOHSI), Child Health Institute, Chandler Health Center and the Center for Advanced Biotechnology and Medicine.

UMDNJ at a Glance: Schools

- Student enrollment information: More than 4,500 students in 38 degree and certificate programs.
- More than 11,000 full-time faculty and staff.
- Approximately 1,000 degrees and certificates conferred annually.
- More than 170 specialized centers and institutes
- More than 200 education and healthcare affiliations throughout New Jersey.
- Accredited by the Middle States Association of Colleges and Schools, Commission on Higher Education.

UMDNJ at a Glance: University Behavioral HealthCare

University Behavioral HealthCare (UBHC) was established in 1971 as a division of the University of Medicine and Dentistry of New Jersey (UMDNJ) and is one of the largest providers of behavioral healthcare services in the country.

In partnership with the Departments of Psychiatry at the Robert Wood Johnson Medical School, the School of Osteopathic Medicine and The New Jersey Medical School, UBHC provides academically-based clinical 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.

UMDNJ at a Glance: University Hospital

The University Hospital offers a wide range of specialty services including northern New Jersey's only Level 1 Trauma Center (incorporating a trauma-intensive care unit and the NorthSTAR helicopter emergency and critical care transport system), a regional center for neonatal intensive care, the Acute Stroke Center, the New Jersey Cardiovascular Institute (NJCI), the Cochlear Implant Program, a neurosurgical intensive care unit and a special Brain Tumor Program, the Neurological Institute of New Jersey, a federally designated spinal cord injury program, The University Center for Bloodless Surgery and Medicine, and New Jersey's first Liver Transplant Program.

The hospital is staffed by 300 full-time attending physicians who are also faculty members of the New Jersey Medical School. The University Hospital has more than 19,000 admissions, 2,700 births, and 215,000 outpatient visits annually.

UMDNJ at a Glance: Robert Wood Johnson University Medical Group

Robert Wood Johnson University Medical Group is the multi-specialty practice of the UMDNJ - Robert Wood Johnson Medical School.

UMDNJ at a Glance: NJMS NJ Med Faculty Practice

NJMS NJ Med Faculty Practice the multi-specialty practice of the UMDNJ – New Jersey Medical School.

UMDNJ at a Glance: SOM The University Doctors

SOM The University Doctors is the multi-specialty practice of the UMDNJ – School of Osteopathic Medicine.

The University of Medicine and Dentistry of New Jersey (UMDNJ) is proud of its tradition of responsible and ethical conduct. Each employee of UMDNJ is expected to adhere to this high standard whenever he or she acts on behalf of UMDNJ, whether in dealings with other employees, with patients and their families, with vendors, with government regulators or with the general public. Violations of legal ethical requirements jeopardize the welfare of UMDNJ, its employees and patients and the communities it serves. The compliance program is intended to define and govern the conduct expected of employees, to provide guidance on how to resolve questions regarding legal and ethical issues, and to establish a mechanism for reporting of possible violations of law or ethical practices within UMDNJ.

Whether serving community needs, educating students and dentists, physicians and nurses, or participating in basic or clinical research, UMDNJ conducts business with integrity.

The Office of Compliance and Corporate Integrity website can be accessed at www.umdnj.edu/complweb.

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: Daniel Young
e-mail: daniel.young@umdnj.edu
Buyer's Phone Number: 732-235-9007
Buyer's Fax Number: 732-235-9024

1.3.1.1 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.

1.3.1.2 Question Protocol

Questions should be submitted in writing to the attention of the assigned UMDNJ, Purchasing Services buyer. 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.

1.3.2 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: September 9, 2009

TIME: 10am

LOCATION: UMDNJ

Stanley S. Bergen Building

65 Bergen St.

Newark, NJ, 07101

Room 401 A-B

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 RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

Since a mandatory Pre-Bid Conference has been scheduled for this procurement, any addendum issued before the mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the mandatory Pre-Bid Conference.

1.4.2 Addendum as a Part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 Issuing Office

This RFP is issued by the UMDNJ, Department of Purchasing Services. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the UMDNJ for purposes of this RFP.

1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be

knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

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 RFP.

1.4.6 Contents of 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.

All bid proposals as public records, with the exception of information determined by the courts or UMDNJ to be proprietary, are available for public inspection after contract award.

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 have 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 for 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.

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/purchase/busreg.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.

A “Contractor” mean 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 RFP.

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 Vice President 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 (UMDNJ) 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

Compliance and Corporate Integrity. 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 Compliance and Corporate Integrity. 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

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

“Addendum” – Written clarification or revision to this RFP 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 Finance and Treasurer.

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

“Compliance Expert”- The individual or entity who will be awarded a contract to assist the Audit Committee of the UMDNJ Board of Trustees in their obligation to review and assess the UMDNJ Compliance Program.

“Compliance Officer” – The individual designated by UMDNJ to serve as the contract or project manager of the contract resulting from this RFP. This individual shall be the UMDNJ representative responsible for the overall management, supervision, and administration of the contractor’s activities, deliverables and performance under the contract. The Compliance Officer shall be responsible for all communications with the contractor and shall be the point of contact for all issues, problems, disputes, contract interpretation, etc., resulting from the contract or the contractor’s performance under the contract.

“Contract” – This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP 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 RFP and to recommend a contract award to the Vice President of Supply Chain Management.

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

“Independent Review Organization or IRO”-An independent firm hired by UMDNJ to perform reviews of those items required for UMDNJ to meet the compliance obligations as specified in their Corporate Integrity Agreement.

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

“Project” – The undertaking of services that are the subject of this RFP.

“Reporting Period”- a period of one (1) year beginning with the effective date of the Corporate Integrity Agreement (“CIA”) between the Office of Inspector General of the Department of Human Services (“OIG”) and UMDNJ..

“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” or “Will”– 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” – The Vice President of Supply Chain Management; the contracting officer for UMDNJ.

3.0 SCOPE OF WORK

3.1 Overview- Independent Review Organization Services

UMDNJ is committed to conducting business activities in full compliance with all federal, state and local laws and regulations. The UMDNJ Corporate Compliance Program was developed to ensure that each employee has a clear understanding of his or her responsibilities. UMDNJ complies with the Deficit Reduction Act of 2005 and has policies and procedures to detect and prevent fraud, and provides protections for those who report actual or suspected wrongdoings.

UMDNJ intends to retain an Independent Review Organization who shall provide reviews of selected cost reporting, coding and billing, reimbursement, contract and general compliance issues.

The role of the Independent Review Organization shall include the following:

General Duties

- A. Conduct documentation and training reviews to verify that required CIA specified training requirements have been completed by staff, students, volunteers, vendors and employees;
- B. Conduct and Complete Hospital Claims Review and Cost Report Reviews in a professionally independent and objective fashion in compliance with all applicable Medicare, Medicaid, and other Federal health care program rules and reimbursement guidelines;
- C. Conduct and Complete Physician Documentation, Coding and Billing reviews in a professionally independent and objective fashion in compliance with all applicable Medicare, Medicaid, and other Federal health care program rules and reimbursement guidelines ;
- D. Conduct contract reviews for compliance with UMDNJ policies and procedures, federal and state regulations, including but not limited to Stark and Anti-kickback concerns;
- E. Prepare timely, clear, well-written Quarterly and Annual Reports as to the results of the reviews;
- F. Attend and participate at in-person and teleconference meetings with internal and external resources to review the prepared reports.

3.2 Qualifications

The Contractor must have served as an Independent Review Organization for institutions who are under a Corporate Integrity Agreement or must have served as a federal monitor under a Deferred Prosecution Agreement.

3.2.1 The Contractor shall assign sufficient staffing necessary for the timely completion of all activities in a professionally independent and objective fashion. For all cost report, billing, documentation and coding reviews, the Contractor shall assign staff to:

- A. Conduct the Hospital-related reviews- The Contractor's staff shall have expertise in the billing, coding, reporting, and other billing requirements relating to the specific requirements of Medicare and NJ Medicaid programs. The Contractor's staff shall have expertise in the review of Medicare and Medicaid Cost Reports with an in depth knowledge of cost report schedules, worksheets and supporting documentation requirements;
- B. Design and select the claims review samples- The Contractor's staff shall be knowledgeable about the appropriate statistical sampling techniques and have experience in performing billing system and process reviews;
- C. Conduct the coding review portions of the Hospital and Physician Claims Reviews-The Contractor's staff shall have a nationally recognized coding certifications and have maintained this certification and completed applicable continuing education requirements; and
- D. Prepare clear, well written and timely reports. The Contractor's staff shall have excellent writing and communication skills, with particular expertise in developing Audit Reports in accordance with the Audit Report format provided by UMDNJ.

3.2.2 The Contractor shall assign sufficient staff necessary for the timely completion of all activities in a professionally independent and objective fashion. For all agreement reviews which require legal expertise, the firm shall staff to:

- A. Conduct the agreement reviews- The contractor's staff shall have in depth expertise in state and federal laws relating to healthcare agreements and other requirements relating to the review of agreements for compliance with the relevant Stark exceptions and Anti-kickback Safe Harbors;
- B. Design and select the agreement review samples- The Contractor's staff shall be knowledgeable about the applicable and appropriate statistical sampling techniques.
- C. Conduct the agreement reviews with staff who have:

1. Nationally recognized healthcare compliance certifications and who have maintained this certification and completed applicable continuing education requirements;
2. Conducted extensive agreement reviews for compliance with relevant state and federal laws;
3. At least 5 years “hands on” or direct experience with drafting healthcare agreements which require compliance with state and federal laws, including but not limited to Stark exceptions and anti-kickback requirements; and
4. The ability to prepare clear, well written and timely reports. Assigned staff shall have excellent writing and communication skills, particular expertise in developing Agreement Reviews.

3.2.3 The Contractor shall provide and use statistical sampling software capable of meeting the Office of the Inspector General’s sampling requirements.

3.3 Independence and Objectivity Certification. The Contractor/IRO(s) shall include in its report(s) to UMDNJ a certification or sworn affidavit that it has evaluated its professional independence and objectivity, as appropriate to the nature of the engagement, with regard to the Arrangements Review, Claims Review, or Unallowable Cost Review and that it has concluded that it is, in fact, independent and objective

3.4 Retention of Records. The Contractor/IRO shall retain and make available to OIG, upon request, all work papers, supporting documentation, correspondence, and draft reports (those exchanged between the IRO and UMDNJ) related to the reviews.

3.5 Task Specific Requirements

3.5.1 Arrangements Review and Report

The IRO shall perform a review to assess whether UMDNJ is complying with the Arrangements Procedures and Arrangements Requirements required by the CIA. The IRO shall randomly select a sample of 25 Arrangements that were entered into or renewed during the Reporting Period. The IRO shall assess whether UMDNJ has implemented the Arrangements Procedures and, for each selected Arrangement, the IRO shall assess whether UMDNJ has complied with the Arrangements Procedures and Arrangements Requirements specifically with respect to that Arrangement. The IRO’s assessment shall include, but is not limited to (a) verifying that the Arrangement is listed in the Arrangements Database; (b) verifying that the Arrangement was subject to the internal review and approval process (including both a legal and business review) and obtained the necessary approvals and that such review and approval is appropriately documented; (c) verifying that the remuneration related to the Arrangement is properly tracked; (d) verifying that the service and activity logs are properly completed and reviewed (if applicable); (e) verifying that leased space, medical supplies, medical devices, and

equipment, and other patient care items are properly monitored (if applicable); (f) verifying that the Compliance Officer is reviewing the Arrangements Database, internal review and approval process, and other Arrangements Procedures on a quarterly basis and reporting the results of such review to the Compliance Committee; (g) verifying that effective responses are being implemented when violations of the Anti-Kickback Statute and Stark Law are discovered; and (h) verifying that the UMDNJ has met the requirements of the CIA pertaining to new or existing Arrangements.

The IRO shall prepare a report based upon the Arrangements Review performed (Arrangements Review Report). The Arrangements Review Report shall include the IRO's findings with respect to (a) whether UMDNJ has generally implemented the Arrangements Procedures described in the CIA; and (b) specific findings as to whether UMDNJ has complied with the Arrangements Procedures and Arrangements Requirements with respect to each of the randomly selected Arrangements reviewed by the IRO. In addition, the Arrangements Review Report shall include any observations, findings and recommendations on possible improvements to UMDNJ's policies, procedures, and systems in place to ensure that all Arrangements do not violate the Anti-Kickback Statute and Stark Law.

For purpose the contract resulting from the RFP, "Arrangements" shall mean every arrangement or transaction that:

- a. involves, directly or indirectly, the offer, payment, solicitation, or receipt of anything of value; and is between UMDNJ and any actual or potential source of health care business or referrals to UMDNJ or any actual or potential recipient of health care business or referrals from UMDNJ. The term "source" shall mean any physician, contractor, vendor, or agent; and the term "health care business or referrals" shall be read to include referring, recommending, arranging for, ordering, leasing, or purchasing of any good, facility, item, or service for which payment may be made in whole or in part by a Federal health care program; or
- b. is between UMDNJ and a physician (or a physician's immediate family member (as defined at 42 C.F.R. § 411.351)) who makes a referral (as defined at 47 U.S.C. § 1395nn(h)(5) to UMDNJ for designated health services (as defined at 42 U.S.C. § 1395nn(h)(6)).

For purposes of the contract resulting from this RFP, "Covered Persons" includes:

- a. all owners, officers, trustees, and employees of UMDNJ; and
- b. all contractors, subcontractors, agents, and other persons who provide patient care items or services or who perform billing or coding functions on behalf of UMDNJ excluding vendors whose sole connection with UMDNJ is selling or otherwise providing medical supplies or equipment to UMDNJ and who do not bill the Federal health care programs for such medical supplies or equipment; and

- c. all physicians and other non-physician practitioners who are members of UMDNJ's active medical staff.

Notwithstanding the above, this term does not include part-time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than 160 hours per year, except that any such individuals shall become "Covered Persons" at the point when they work more than 160 hours during the calendar year.

For purposes of the contract resulting from this RFP, "Relevant Covered Persons" includes all persons involved in the delivery of patient care items or services and/or in the preparation or submission of claims for reimbursement from, or cost reports to, any Federal health care program.

For purposes of the contract resulting from this RFP, "Arrangements Covered Persons" includes each Covered Person involved with the development, approval, management, or review of UMDNJ's Arrangements as defined above.

The Arrangements Review shall be performed annually and shall cover each of the Reporting Periods. There are five (5) reviews required under the Contract.

3.5.2 *Claims Review and Report.*

The IRO engaged by UMDNJ to perform the Claims Review shall have expertise in the billing, coding, reporting, and other requirements applicable to UMDNJ and in the general requirements of the Federal health care program(s) from which UMDNJ seeks reimbursement. The Claims Review shall include a Discovery Sample of 50 Paid Claims and, if the Error Rate for the Discovery Sample is 5% or greater, a Full Sample. The applicable definitions, procedures, and reporting requirements are as follows:

A. Claims Review.

1. *Definitions.* For the purposes of the Claims Review, the following definitions shall be used:

- a. Overpayment: The amount of money UMDNJ has received in excess of the amount due and payable under any Federal health care program requirements.
- b. Item: Any discrete unit that can be sampled (e.g., code, line item, beneficiary, patient encounter, etc.).

c. Paid Claim: A code or line item submitted by UMDNJ and for which UMDNJ has received reimbursement from the Medicare and/or Medicaid programs.

d. Population: For the first Reporting Period, the Population shall be defined as all Items for which a code or line item has been submitted by or on behalf of UMDNJ and for which UMDNJ has received reimbursement from Medicare and/or Medicaid (i.e., Paid Claim) during the 12-month period covered by the first Claims Review.

For the remaining Reporting Periods, the Population shall be defined as all Items for which UMDNJ has received reimbursement from Medicare and/or Medicaid (i.e., Paid Claim) during the 12-month period covered by the Claims Review.

To be included in the Population, an Item must have resulted in at least one Paid Claim.

e. Error Rate: The Error Rate shall be the percentage of net Overpayments identified in the sample. The net Overpayments shall be calculated by subtracting all underpayments identified in the sample from all gross Overpayments identified in the sample. (Note: Any potential cost settlements or other supplemental payments should not be included in the net Overpayment calculation. Rather, only underpayments identified as part of the Discovery Sample shall be included as part of the net Overpayment calculation.)

The Error Rate is calculated by dividing the net Overpayment identified in the sample by the total dollar amount associated with the Items in the sample.

2. *Discovery Sample*. The IRO shall randomly select and review a sample of 50 Paid Claims submitted by or on behalf of UMDNJ (Discovery Sample). The Paid Claims shall be reviewed based on the supporting documentation available at UMDNJ's office or under UMDNJ's control and applicable billing and coding regulations and guidance to determine whether the claim was correctly coded, submitted, and reimbursed.

If the Error Rate (as defined above) for the Discovery Sample is less than 5%, no additional sampling is required, nor is the Systems Review required.

3. *Full Sample*. If the Discovery Sample indicates that the Error Rate is 5% or greater, the IRO shall select an additional sample of Paid Claims (Full Sample) using commonly accepted sampling methods. The Full Sample shall be designed to: (1) estimate the actual Overpayment in the population with a 90% confidence level and with a maximum relative precision of 25% of the point estimate; and (2) conform to the Centers for Medicare and Medicaid Services' (CMS) statistical sampling for overpayment estimation guidelines. The Paid Claims selected for the Full Sample shall be reviewed based on supporting documentation available at UMDNJ or under UMDNJ's control and applicable billing and coding regulations and guidance to determine whether the claim was correctly coded, submitted, and reimbursed. For purposes of calculating the size of the Full Sample, the Discovery Sample may serve as the probe sample, if statistically appropriate. Additionally, UMDNJ may use the Items sampled as

part of the Discovery Sample, and the corresponding findings for those 50 Items, as part of its Full Sample, if: (1) statistically appropriate and (2) UMDNJ selects the Full Sample Items using the seed number generated by the Discovery Sample.

4. *Systems Review.* If UMDNJ's Discovery Sample identifies an Error Rate of 5% or greater, the IRO shall also conduct a Systems Review. Specifically, for each claim in the Discovery Sample and Full Sample that resulted in an Overpayment, the IRO shall perform a "walk through" of the system(s) and process(es), that generated the claim to identify any problems or weaknesses that may have resulted in the identified Overpayments. The IRO shall provide its observations and recommendations on suggested improvements to the system(s) and the process(es) that generated the claim.

5. *Other Requirements.*

a. Paid Claims without Supporting Documentation. For the purpose of appraising Items included in the Claims Review, any Paid Claim for which UMDNJ cannot produce documentation sufficient to support the Paid Claim shall be considered an error and the total reimbursement received by UMDNJ for such Paid Claim shall be deemed an Overpayment. Replacement sampling for Paid Claims with missing documentation is not permitted.

b. Replacement Sampling. Considering the Population shall consist only of Paid Claims and that Items with missing documentation cannot be replaced, there is no need to utilize alternate or replacement sampling units.

c. Use of First Samples Drawn. For the purposes of all samples (Discovery Sample(s) and Full Sample(s)), the Paid Claims associated with the Items selected in each first sample (or first sample for each strata, if applicable) shall be used (i.e., it is not permissible to generate more than one list of random samples and then select one for use with the Discovery Sample or Full Sample).

B. Claims Review Report. The following information shall be included in the Claims Review Report for each Discovery Sample and Full Sample (if applicable).

1. *Claims Review Methodology.*

a. Sampling Unit. A description of the item as that term is utilized for the Claims Review.

b. Claims Review Population. A description of the population subject to the Claims Review.

c. Claims Review Objective. A clear statement of the objective intended to be achieved by the Claims Review.

d. Sampling Frame. A description of the sampling frame, which is the totality of Items from which the Discovery Sample and, if any, Full Sample has been selected and an explanation of the methodology used to identify the sampling frame. In most circumstances, the sampling frame will be identical to the Population.

e. Source of Data. A description of the specific documentation relied upon by the IRO when performing the Claims Review (e.g., medical records, physician orders, certificates of medical necessity, requisition forms, local medical review policies (including title and policy number), CMS program memoranda (including title and issuance number), Medicare carrier or intermediary manual or bulletins (including issue and date), other policies, regulations, or directives).

f. Review Protocol. A narrative description of how the Claims Review was conducted and what was evaluated.

2. *Statistical Sampling Documentation.*

a. The number of items appraised in the Discovery Sample and, if applicable, in the Full Sample.

b. A copy of the printout of the random numbers generated by the “Random Numbers” function of the statistical sampling software used by the IRO.

c. A copy of the statistical software printout(s) estimating how many items are to be included in the Full Sample, if applicable.

d. A description or identification of the statistical sampling software package used to select the sample and determine the Full Sample size, if applicable.

3. *Claims Review Findings.*

a. Narrative Results.

i. A description of UMDNJ’s billing and coding system(s), including the identification, by position description, of the personnel involved in coding and billing.

ii. A narrative explanation of the IRO’s findings and supporting rationale (including reasons for errors, patterns noted, etc.) regarding the Claims Review, including the results of the Discovery Sample, and the results of the Full Sample (if any).

b. Quantitative Results.

- i. Total number and percentage of instances in which the IRO determined that the Paid Claims submitted by UMDNJ (Claim Submitted) differed from what should have been the correct claim (Correct Claim), regardless of the effect on the payment.
- ii. Total number and percentage of instances in which the Claim Submitted differed from the Correct Claim and in which such difference resulted in an Overpayment to UMDNJ.
- iii. Total dollar amount of all Overpayments in the sample.
- iv. Total dollar amount of paid items included in the sample and the net Overpayment associated with the sample.
- v. Error Rate in the sample.
- vi. A spreadsheet of the Claims Review results that includes the following information for each Paid Claim appraised: Federal health care program billed, beneficiary health insurance claim number, date of service, code submitted (e.g., DRG, CPT code, etc.), code reimbursed, allowed amount reimbursed by payor, correct code (as determined by the IRO), correct allowed amount (as determined by the IRO), dollar difference between allowed amount reimbursed by payor and the correct allowed amount.

4. *Systems Review.* Observations, findings, and recommendations on possible improvements to the system(s) and process(es) that generated the Overpayment(s).

5. *Credentials.* The names and credentials of the individuals who: (1) designed the statistical sampling procedures and the review methodology utilized for the Claims Review; and (2) performed the Claims Review.

The Claims Review shall be performed annually and shall cover each of the Reporting Periods. The IRO(s) shall perform all components of each annual Claims Review. There are five (5) Reviews required under the Contract.

3.5.3 Unallowable Cost Review and Report

The IRO engaged by UMDNJ to perform the Unallowable Costs Review shall have expertise in the cost reporting requirements applicable to UMDNJ and in the general requirements of the Federal health care program(s) from which UMDNJ seeks reimbursement.

The IRO shall conduct a review of UMDNJ's compliance with the unallowable cost provisions of the Settlement Agreement¹. The IRO shall determine whether UMDNJ has complied with its obligations not to charge to, or otherwise seek payment from, federal or state payors for unallowable costs (as defined in the Settlement Agreement) and its obligation to identify to applicable federal or state payors any unallowable costs included in payments previously sought from the United States, or any state Medicaid program. This unallowable cost analysis shall include, but not be limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by UMDNJ or any affiliates. To the extent that such cost reports, cost statements, information reports, or payment requests, even if already settled, have been adjusted to account for the effect of the inclusion of the unallowable costs, the IRO shall determine if such adjustments were proper. In making this determination, the IRO may need to review cost reports and/or financial statements from the year in which the Settlement Agreement was executed, as well as from previous years.

The IRO shall prepare a report based upon the Unallowable Cost Review performed. The Unallowable Cost Review Report shall include the IRO's findings and supporting rationale regarding the Unallowable Costs Review and whether UMDNJ has complied with its obligation not to charge to, or otherwise seek payment from, federal or state payors for unallowable costs and its obligation to identify to applicable federal or state payors any unallowable costs included in payments previously sought from such payor.

The IRO shall perform the Unallowable Cost Review for the first Reporting Period.

3.6 Overview- Compliance Expert Services

UMDNJ is committed to conducting business activities in full compliance with all federal, state and local laws and regulations. The UMDNJ Corporate Compliance Program was developed to ensure that each employee has a clear understanding of his or her responsibilities. UMDNJ complies with the Deficit Reduction Act of 2005 and has policies and procedures to detect and prevent fraud, and provides protections for those who report actual or suspected wrongdoings.

UMDNJ intends to retain an independent individual or entity with expertise in compliance with Federal health care program requirements (Compliance Expert) who shall assist the UMDNJ Audit Committee of the Board of Trustees with the design and management of an annual Compliance Program Review to monitor the effectiveness of UMDNJ's Compliance program.

3.6.1 Task Specific Requirements

The Compliance Expert shall assist the Audit Committee of the Board of Trustees by creating a work plan for the Compliance Program Review, overseeing the performance of the Compliance Program Review, and supporting the Committee's responsibility for reviewing and assessing UMDNJ's Compliance Program.

¹ The Settlement Agreement, which is part of the CIA between the OIG and UMDNJ, will be provided to the contractor after contract award.

The Compliance Program Review shall be performed annually and shall cover each of the Reporting Periods. There are five (5) reviews required under the Contract.

4.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

4.1 Contract Term and Extension Option

4.1.1 Contract Term

Two separate contracts will be awarded for five years commencing from the date of award. If delays in the bid process result in an adjustment of the anticipated contract effective date, the bidders agrees to accept a contract for the full term of the contract.

4.1.2 Contract Extension Option

These contracts may be extended based on the term of UMDNJ's Corporate Integrity Agreement. Any extension of these contracts under this provision will be put into effect by mutual agreement between the University and the Contractors, with written notification being provided to the Contractors 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

The contracts resulting from this procurement shall consist of this RFP (including UMDNJ's Standard Terms and Conditions); any addendum to this RFP, and the Contractors' bid proposals. **In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.**

UMDNJ and the Contractors will execute a service agreement consistent with the above stated provisions and consistent with the provisions of the Corporate Integrity Agreement and Settlement Agreement after Notice of Award.

Unless specifically noted within this RFP, UMDNJ's Standard Terms and Conditions take precedence over the Special Terms and Conditions contained in this Section of the RFP. The Standard Terms and Conditions in effect for this procurement can be found at the following Internet address: www.umdj.edu/purchweb

The version of the Standard Terms and Conditions that apply to this procurement is as follows:

- 1) If a mandatory event is conducted as part of this procurement (e.g., mandatory pre-bid conference, mandatory site visit, etc.), the Standard Terms and Conditions that apply to this procurement are those that are posted on the Web site referenced above on the business day prior to the mandatory event; or,
- 2) If no mandatory event is conducted as part of this procurement, yet an addendum is issued (e.g., in response to questions from bidders), the Standard Terms and Conditions that apply to this procurement are those that are posted on the Web site referenced above on the business day prior to the date of issuance of the addendum; or,
- 3) If no mandatory event is conducted and no addendum is issued for this procurement, the Standard Terms and Conditions that apply to this procurement are those that are posted on the Web site referenced above on the business day prior to the bid opening date.

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

4.4 Insurance

The insurance to be provided by the Contractors 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, XCU coverage may be required;

- **Automobile Liability Insurance** – covering owned, non-owned and hired vehicles with not less than \$1,000,000 for bodily injury and property damage;

- **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;
- **Additional Insured** - UMDNJ to be named as additional insured ATIMA with respect to Commercial General, Automobile and Excess Liability Insurance provided by contractor pursuant to this proposal/contract;
- **Errors and Omissions Liability insurance** - with limits of \$1million/\$1million; UMDNJ to be named as additional insured ATIMA with respect to services provided by contractor pursuant to this proposal contract. If applicable, this insurance may be required.
- 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.

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 RFP. A material departure occurs when the change increases the likelihood that the waiver from compliance with the RFP 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 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 Contractors and the Vice President.

4.7 Contractors Responsibilities

The Contractors shall have sole responsibility for the complete effort specified in each contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any subcontractor.

The Contractors are 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 Contractors 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 Contractors 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 Contractors' performance of these contracts.

4.8 Substitution of Staff

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

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

4.9 Substitution or Addition of Subcontractor(s)

If it becomes necessary for the Contractors to substitute and/or add a subcontractor, the Contractors 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 Contractors 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 Contractors in its bid proposal.

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

4.10 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 these contracts 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 Contractors or subcontractors, 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, contractors or subcontractors 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.

4.11 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by UMDNJ to the Contractors are confidential. The Contractors are 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 Contractors, or any individual or entity in the Contractors' charge or employ, will be considered a violation of these 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.

4.12 News Releases

The Contractors are 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.

4.13 Advertising

The Contractors 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.

4.14 License and Permits

The Contractors shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractors 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 Contractors in their bid proposal.

4.15 Claim and Remedies

4.15.1 Claims

The following shall govern claims made by the Contractors 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 Contractors 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 regarding contract award rescission, contract interpretation, Contractors 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 was improper.

4.15.2 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.

4.16 Form of Compensation and Payment

The Contractors must submit invoices to UMDNJ with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the contract or purchase order number and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheet. When applicable, invoices should reference the appropriate RFP price sheet line number from the Contractors' 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 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 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.

For all deliverables not identified under Section 3.5 or 3.6 of the RFP, after discussions with the Compliance Officer on a proposed deliverable(s), the Contractor shall propose in writing a project plan to the Compliance Officer that shall provide proposed staffing and budget for the tasks or deliverables. Staffing for the deliverable shall be based upon the staffing titles and hourly rates provided by the bidder with its bid proposal. The Compliance Officer and the Contractor shall agree upon the deliverables and project costs, including a schedule for paying the Contractor. This agreement shall be finalized into formal written agreement that shall become part of the Service Agreement executed between UMDNJ and the Contractor at the

commencement of the contract. The Contractor shall not begin work upon the deliverable(s) until the formal agreement is executed by both parties.

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.

4.17 Additional Work and/or Special Projects

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

4.18 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 these contracts. In such an event, the Vice President 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, 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.

4.19 Suspension of Work

The Vice President may, for valid reason, issue a stop order directing the Contractors 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 may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Vice President and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

4.20 Changes in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the Contractors shall advise the Vice President 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 and the Contractors shall negotiate an equitable adjustment, if any, to the contract price.

4.21 Performance Bond

No performance bond is required under this contract.

4.22 Late Delivery and Liquidated Damages

The Contractors must immediately advise the Vice President and UMDNJ Compliance Officer of any circumstance or event that could result in late completion of any task or subtask required to be completed on a certain date.

The Contractors shall not be liable for any failure or delay in performance under the contract to the extent said failures or delays are proximately caused by causes beyond the contractor's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, to substantially meet its performance

obligations under the contract, provided that, as a condition to the claim of nonliability, the contractor shall give UMDNJ prompt written notice, with full details following the occurrence of the cause relied upon, and that the contractor must prove that it took reasonable steps to minimize delay or damages caused by foreseeable events and that the contractor substantially fulfilled all non-excused obligations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

4.23 Retainage

Not applicable under this contract.

4.24 Small Business Subcontractor Utilization Plan

Not applicable under this contract.

4.25 Requirements of PL 2005, Chapter 51/ Executive Order 117 Vendor Certification and Disclosure of Political Contributions

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 with their bid proposal. 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 .

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 Federal and State Laws and Regulations Regarding Healthcare

The University is committed to compliance with all federal and state regulations regarding healthcare, including but not limited to licensing, Stark and anti-kickback laws, Medicare and Medicaid regulations. All services provided under this bid and the contract award under this bid must comply with all applicable laws. In addition, if a violation comes to the attention of either party, or any changes in the laws or regulations occurs which make the bid or contract entered into between the parties as a result of the bid, to be in violation of any applicable law, then the agreement shall be amended to address the violation or to comply with the change, or terminated if amending will not resolve the violation. The University shall have the option to amend the contract resulting from the RFP in order to comply with all applicable local, State and Federal laws, rules and regulations.

5.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

5.1 General

The bidder must follow instructions contained in this RFP 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 RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP'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 RFP that the bidder cannot satisfy.

5.2 Proposal Delivery and Identification

In order to be considered a bid proposal must arrive at the Department of Purchasing Services in accordance with the instructions on the RFP 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. Bidders may submit proposals to perform both Independent Review organization and Compliance Expert Services, and are encouraged to do so. However, UMDNJ will select a unique Contractor to perform each service. UMDNJ will not award a contract to the same bidder for both the Independent Review Organization and Compliance Expert.

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 six full, complete and exact copies of the original. 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. Bidders are encouraged to submit an electronic copy of their proposal.

5.4 Proposal Form and Content

The proposal should follow the format indicated in the following Sections of this RFP. The bidder should limit their response to one volume, if at all possible, with that volume divided into four (4) sections as indicated below.

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

5.5.1 Ownership Disclosure Form

In the event the bidder is a corporation or partnership, 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>

Forms required before contract award. The following forms may be submitted with the bid proposal.

5.5.3 Requirements of PL 2005, Chapter 51/ Executive Order 117 Vendor Certification and Disclosure of Political Contributions

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 with their bid proposal. See Section 9 of this RFP for the certification form. Instructions for completion of the form may be found at http://www.umdny.edu/purchweb/employees/employ36_forms_policies.htm

5.5.4 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.

The Affirmative Action Employee Information Report is required at time of contract award.

5.6 Section 2 – Technical Proposal

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This section of the proposal should contain at least the following information:

5.6.1 Management Overview

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. 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.

5.6.2 Contract Management

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

5.6.3 Contract Schedule

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

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

5.6.4 Implementation Plan

It is essential that UMDNJ move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal an implementation plan, beginning with the date of notification of contract award. Such implementation plan should include the following elements:

5.6.4.1 A detailed timetable for the implementation period. The timetable should be designed to demonstrate how the bidder will have all services available within the time frame indicated in the RFP.

5.6.4.2 The bidder's plan for the deployment and use of management, supervisory or other key personnel during the implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's implementation of the contract within the period specified.

NOTE: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the implementation period.

5.6.4.3 The bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the implementation period. The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc., that will be required to fully implement the contract required start date.

5.6.4.4 The bidder should submit plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the implementation plan.

5.6.5 Budget

The bidder should submit the budget it has developed for providing the services required by this RFP. *This information will be used for evaluation purposes only*, and is intended to provide the University with an additional perspective on how the bidder will allocate financial resources in undertaking the work required by this RFP.

5.6.6 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.

5.7 Section 3 – Organizational Support and Experience

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications and capabilities to perform the services required by this RFP.

5.7.1 Location

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.

5.7.2 Organizational Chart (Contract Specific)

The bidder should include a contract organizational chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual. In addition, for each staffing position proposed and identified in bidder's cost proposal under Section 8.0 as a billable staffing position, identify with specificity the duties and responsibilities of the position.

5.7.3 Provide a profile of your firm related to Independent Review Organization services if submitting a proposal to provide Independent Review Organization services:

5.7.3.1 The bidder must have served as an Independent Review Organization for institutions who are under a Corporate Integrity Agreement or must have served as a federal monitor under a Deferred Prosecution Agreement. The bidder shall demonstrate it has the required experience.

5.7.3.2 A description of your firm's relevant experience in cost reporting, coding and billing, reimbursement, contract review for potential Stark or Anti-kickback implications, and general compliance issues.

5.7.3.3 A list of all clients that have utilized services similar to those contained herein for the previous (3) years, including current clients. Include client name, address, contact person, phone number, number of years your firm has provided services to the client, a description of the services provided to the client.

5.7.3.4 A list of all lost accounts in which services, for whatever reason, were ended in the last two years and provide the names, addresses, telephone numbers, years of service and a brief description of the services.

5.7.3.5 Indicate whether your firm will provide the services utilizing salaried full-time employees or whether services are secured utilizing sub-contractors.

5.7.3.6 Describe your firm's organizational philosophy to independent review services and attributes which set your firm apart from others.

5.7.3.7 Describe your firm's methodology in developing and implementing its independent review strategy for UMDNJ.

5.7.3.8 Describe how your firm will monitor and measure its service quality and the specific metrics and performance standards that will be used to judge the firm's effectiveness.

5.7.3.9 List and describe all claims review software and decision support tools to be used in support of UMDNJ.

5.7.3.10 List and describe any and all healthcare or other industry business process benchmarks that are available to assess opportunity for improvement.

5.7.3.11 Describe your firm's procedure for handling disputed items in draft reports where UMDNJ either through internal resources or through the advice from outside consultants and your firm disagree.

5.7.3.12. Based on the your firm's experience, list the most frequent causes of failure or trouble for projects such as this, and describe how such causes can be avoided or mitigated.

5.7.3.13. List all affiliates of your firm, how such affiliate is related to your firm and the type of services that such affiliate provides.

5.7.3.14 Certify that your firm, and any officers, directors, employees, contractors or agents are not currently debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal or in Federal procurement or non procurement programs, or has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7 (a) but has not yet been excluded, debarred, suspended or otherwise declared ineligible.

5.7.3.15 Provide an assessment of your firm's ability to perform the services and tasks required of an IRO under the RFP and resulting contract in a professionally independent and objective fashion, as appropriate to the nature of this engagement, taking into account any other business relationships or other engagements that may exist.

5.7.3.16 Provide a profile of your firm related to Compliance Expert Services if you are submitting a proposal for Compliance Expert Services:

5.7.3.17 The bidder must have experience and expertise in Federal health care program requirements. The bidder shall demonstrate it has the required experience.

5.7.3.18 A description of your firm's relevant experience in creating work plans for Compliance Program Reviews and overseeing the performance of Compliance program reviews.

5.7.3.19 list of all clients that have utilized services similar to those contained herein for the previous (3) years, including current clients. Include client name, address, contact person, phone number, number of years your firm has provided services to the client, a description of the services provided to the client.

5.7.3.20 A list of all lost accounts in which services, for whatever reason, were ended in the last two years and provide the names, addresses, telephone numbers, years of service and a brief description of the services.

5.7.3.21 Indicate whether your firm will provide the services utilizing salaried full-time employees or whether services are secured utilizing sub-contractors.

5.7.3.22 Describe your firm's organizational philosophy to Compliance Expert services and attributes which set your firm apart from others.

5.7.3.23 Describe your firm's methodology in developing and implementing Compliance Program reviews for UMDNJ.

5.7.3.24 Describe how your firm will monitor and measure its service quality and the specific metrics and performance standards that will be used to judge the firm's effectiveness.

5.7.3.25 List and describe any and all healthcare or other industry business process benchmarks that are available to assess opportunity for improvement.

5.7.3.26 Describe your firm's procedure for handling disputed items in draft reports where UMDNJ either through internal resources or through the advice from outside consultants and your firm disagree.

5.7.3.28 Based on the your firm's experience, list the most frequent causes of failure or trouble for projects such as this, and describe how such causes can be avoided or mitigated.

5.7.3.29 List all affiliates of your firm, how such affiliate is related to your firm and the type of services that such affiliate provides.

5.7.3.30 Certify that your firm, and any officers, directors, employees, contractors or agents are not currently debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal or in Federal procurement or non procurement programs, or has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7 (a) but has not yet been excluded, debarred, suspended or otherwise declared ineligible.

5.7.3.31 Provide an assessment of your firm's ability to perform the services and tasks required of a Compliance Expert under the RFP and resulting contract in a professionally independent and objective fashion, as appropriate to the nature of this engagement, taking into account any other business relationships or other engagements that may exist.

5.7.4 Résumés

Detailed résumés should be submitted for all management, supervisory and key personnel to be assigned to the contract for each contract sought. Résumés should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Résumés should clearly identify previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract. A description of the contracts should be given and should demonstrate how the individual's work on the completed contract related to the individual's ability to contribute to the successfully providing the services required by this RFP. With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and telephone number.

If the resume does not include the following information, please add the following profile information:

- A. Number of years with your firm.
- B. Information regarding all staff that would be assigned to this agreement that have achieved and maintained recognized certification (i.e. CPA, etc.), or nationally recognized coding certification (i.e. CCA, CCS, CCS-P, CPC, RPA, etc.)

5.7.5 Backup Staff

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must clearly be identified in the proposal as backup staff.

5.7.6 Organization Chart (Entire Firm)

The bidder should include an organizational chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned the contract to the bidder's overall organizational structure.

5.7.7 Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP, particularly those contracts under which the bidder served as an IRO under a Corporate Integrity Agreement or as federal monitor under a deferred prosecution agreement, or as a Compliance Expert. A description of all such contracts should include and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

5.7.8 Financial Capability of the Bidder

The bidder should provide proof of its financial capabilities to undertake and successfully complete the contract. A certified financial statement for the most recent fiscal year and current bank reference(s) are acceptable. If a bidder chooses not to include this information with its bid, this information may be requested from the bidder during the evaluation process. If the bidder is requested to submit this information during the evaluation process, the bidder will be required to submit it, and failure to do so will be cause for finding the bid non-responsive.

5.7.9 Subcontractor(s)

5.7.9.1 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.

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

5.7.9.3 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.

5.7.9.4 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.

5.8 Section 4 – Cost Proposal

5.8.1 Bidders must submit their cost proposal(s) in accordance with the Price Sheet(s) included in this RFP as Section 8.0. Bidders may submit proposals to perform both Independent Review organization and Compliance Expert Services, and are encouraged to do so. However, UMDNJ will select a unique Contractor to perform each service. A bidder selected to perform one contract is not eligible for contract award for the other area of work. Please submit a firm, fixed, all-inclusive price for each specific task identified. Bidders must also submit a staffing schedule to support each task. The staffing schedule shall include the labor category of each individual who will participate in the bidder's task-specific project team. The bidder shall provide an estimated number of hours per task per labor category. This information is for evaluation purposes only. The firm, fixed, all-inclusive price submitted for each task will not be modified based on the actual number of hours required to complete a specific task.

Bidders must also submit an hourly rate for each labor category identified. The hourly rates will only be applicable if additional work is authorized under this contract.

Failure to submit all information required will result in your bid being considered non-responsive. Each bidder is requested to hold its prices firm for a minimum of one hundred twenty (120) days so that an award can be made.

5.8.2 Each bidder should also provide a comprehensive listing of all labor categories that may be used to perform additional work and/or special projects or according to the additional work and/or special project clause(s) of this RFP. Loaded hourly rates are to be submitted for all labor categories that the bidder anticipates may be required to perform additional work and/or special projects.

Failure to include a labor category along with a loaded hourly rate will exclude that category from eligibility to perform additional work and/or special projects under the contract resulting from this RFP. Each bidder may submit labor categories for additional work that are not included in the base proposal to perform the Scope of Work required by this RFP.

Each bidder may also submit any additional price or cost information that the bidder feels may be required to perform any additional work and/or special projects required by this RFP.

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

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Proposal Evaluation Committee

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments 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 RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

For Independent Review Organization Services:

- 6.3.1 The bidder's general approach and plans to meet the requirements of this RFP.
- 6.3.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.
- 6.3.3 The bidder's documented experience serving as an Independent Review Organization for Academic Medical Centers in a healthcare environment.
- 6.3.4 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.
- 6.3.5 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 and the bidder's contract management plan, including the bidder's contract organizational chart.
- 6.3.6 The bidder's cost proposal.

For Compliance Expert Services:

- 6.3.7 The bidder's general approach and plans to meet the requirements of this RFP.
- 6.3.8 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.
- 6.3.9 The bidder's documented experience serving as a Compliance Expert for Academic Medical Centers, and in designing and monitoring Compliance Program reviews in a healthcare environment.
- 6.3.10 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in

successfully completing work on contracts of similar size and scope to those required by this RFP.

6.3.11 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 and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.12 The bidder's cost proposal.

6.4 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 lower than the original payment proposal. Any revised payment proposal that is not equal to or higher in payment than the original payment proposal will be rejected as non-responsive.

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. The Negotiation and BAFO process may be conducted for both Independent Review Organization and Compliance Expert services.

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.

6.5 University's Right to Consider Additional Information

6.5.1 The Vice President may obtain any information determined to be appropriate regarding the ability of the bidder to supply and/or render the service required by this RFP.

6.5.2 The Vice President 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.

6.5.3. The University reserves the right to request all bidders to explain the method used to arrive at any or all cost or pricing figures.

6.5.4 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.

6.5.5 The University reserves the right to check the bidder's financial capacity and ability to successfully undertake and provide the services required by this RFP by any means deemed appropriate.

6.5.6 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 RFP. This applies to all facilities services by the bidder or any sub-contractor 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.

6.6 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to UMDNJ,

price and other factors considered. Any or all bids may be rejected when the Vice President determines that it is in the public interest to do so.

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)

Not applicable to this procurement.

8.0 PRICE SHEET AND SUPPORTING DETAIL

Please submit a firm, fixed, all-inclusive price for each of the following tasks defined in Section 3.5 and 3.6 of this document. In addition, on a separate sheet of paper (attach as many as necessary), please provide a staffing schedule to support each task as described in section 5.8 of this document. For each staffing position proposed, identify the duties and responsibilities of the position. The firm, fixed, all-inclusive price for each task will remain unchanged for the entire contract term.

8.1 Arrangements Review and Report, as defined in Section 3.5.1

Reporting Year One	Firm Fixed Cost _____
Reporting Year Two	Firm Fixed Cost _____
Reporting Year Three	Firm, Fixed Cost _____
Reporting Year Four	Firm Fixed Cost _____
Reporting Year Five	Firm Fixed Cost _____

8.2 Claims Review and Report, as defined in Section 3.5.2, which includes cost of Discovery Sample as required under Section 3.5.2. A.2.

Reporting Year One	Firm Fixed Cost _____
Reporting Year Two	Firm Fixed Cost _____
Reporting Year Three	Firm Fixed Cost _____
Reporting Year Four	Firm Fixed Cost _____
Reporting Year Five	Firm Fixed Cost _____

Provide a firm fixed cost for:

Full Sample, if required	Year One	_____
	Year Two	_____
	Year Three	_____
	Year Four	_____
	Year Five	_____

Systems Review, if required	Year One	_____
	Year Two	_____
	Year Three	_____
	Year Four	_____
	Year Five	_____

8.3 Unallowable Cost Review and Report, as defined in Section 3.5.3

Firm Fixed Cost _____

8.4 Compliance Expert Services, as defined in Section 3.6.1

Year One	_____
Year Two	_____
Year Three	_____
Year Four	_____
Year Five	_____

Please attach additional pages as necessary.

9.0 REQUIRED FORMS

9.1 The following forms are required and shall be submitted with bidder's bid proposal:

- Ownership Disclosure Form
- Business Registration Certificate

The following forms are required at time of contract award.

- Affirmative Action Employee Information
- Business Associate Agreement
- Two Year Chapter 51 & Executive Order 117

OWNERSHIP DISCLOSURE FORM

Name of Firm: _____

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest
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INSTRUCTIONS: Provide below the names, home addresses, dates of birth, 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	Home Address	Date of Birth	Office Held	Ownership Interest
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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 of 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

Request for Proposal: Independent Review Organization

(RFP # P10-006)

REVISED

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

**Business Associate Agreement
Involving the Access to Protected Health Information**

The following provisions (Amendment) are added and incorporated into the attached (Name of "Agreement") entered in between UMDNJ- University-wide ("Covered Entity") and _____ (Business Associate),

(Name and address of Contracting Party)

herein collectively referred to as the "Parties". Any conflict in the terms of the Agreement and this Amendment shall be governed by the terms of this Amendment.

WHEREAS Covered Entity is the state university of health sciences in New Jersey which maintains and operates UMDNJ;

WHEREAS Business Associate performs _____ work which requires it to have access to confidential health information that is considered protected pursuant to federal, state and/or local laws and regulations;

WHEREAS Covered Entity desires to protect the confidentiality and integrity of the information noted above, prevent inappropriate disclosure of such information and comply with all applicable federal, state and/or local laws and regulations governing the use and disclosure of such information;

NOW therefore, the parties agree as follows:

1. Confidentiality and Disclosure of Patient Information.

- A. The Parties to this Agreement agree that Business Associate, its agents and employees may have access to confidential protected health information ("PHI"), including but not limited to demographic information. As used herein, PHI shall mean individually identifiable health information, as defined in 45 CFR § 164.501 which includes health information that (i) identifies an individual (or can be used to form a reasonable basis upon which to identify an individual), (ii) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (iii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past present, or future payment for the provision of health care to an individual; and (iv) is shared, transmitted or otherwise communicated between Covered Entity and Business Associate (including subcontractors or agents of such parties) in connection with this Agreement.

B. The Parties to this Agreement agree that Business Associate:

- a. will not use or further disclose PHI other than as permitted by this Agreement;
- b. will ensure that all transmissions of PHI are authorized and in accordance with the privacy requirements of the Health Insurance Portability and Accountability Act of 1999, as amended from time to time (“HIPAA”) and will not use or disclose PHI in a manner that violates or would violate HIPAA;
- c. will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- d. will use appropriate safeguards to prevent use or disclosure of the information other than as provided for by its contract;
- e. will (i) promptly report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including but not limited to systems compromises, immediately upon becoming aware of such unauthorized use or disclosure; (ii) will take all necessary steps to prevent and limit any further improper or unauthorized disclosure and misuse of such information; and (iii) indemnify and hold Covered Entity, its Vice Presidents, officers, agents, and employees harmless from all liabilities, costs and damages arising out of, or in any manner connected with, the disclosure by Business Associate, its employees, agents, or independent contractors; and (iii) permit Covered Entity to investigate any such report and to examine Business Associate’s premises, records and premises;
- f. will promptly report to the Covered Entity any security incident of which the Business Associate becomes aware; a security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- g. will ensure that to the extent that the Business Associate it uses one or more agents, including subcontractors, to provide services under this Agreement, such subcontractors or agents who receive or have access to PHI that is received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity,
will comply with the same restrictions and conditions to which Business Associate is bound by entering into a separate written agreement between Business Associate and its subcontractors to that effect;
- h. will ensure that any agent, including a subcontractor, to whom the Business Associate provides electronic protected health information, agrees to implement

reasonable and appropriate safeguard to protect the electronic protected health information.

- i. will, at the request of, and in the time and manner designated by the Covered Entity, provide access to the PHI to the Covered Entity or the individual to whom such PHI relates or his or her authorized representative in order to meet a request by such individual under promptly notify Covered Entity as required by 45 CFR §164.524;
 - j. will, at the request of, and in the time and manner designated by the Covered Entity, incorporate any and all amendments or corrections to PHI when notified by Covered Entity that such information is inaccurate or incomplete in accordance with 45 CFR § 164.526;
 - k. will, at the request of, and in the time and manner designated by the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity, including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements, to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 CFR 528;
 - l. will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services governmental officers and agencies and Covered Entity for purposes of determining compliance with 45 CFR §§ 164.500-534; and
 - m. will adhere to the Covered Entity's HIPAA policies and procedures.
- C. **Termination for violation of disclosure restrictions.** Notwithstanding any other provision of this Agreement, Covered Entity may terminate this Agreement and any related agreements, without penalty if Covered Entity determines that Business Associate has violated a material term of this Agreement's restrictions, safeguards or requirements relating to the proper use and disclosure of PHI. Alternatively, Covered Entity may choose to: (i) provide Business Associate with written notice of the existence of a breach of the terms of this Agreement relating to PHI; and (ii) afford Business Associate an opportunity to cure such breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be achieved within 10 business days, Business Associate must cure said breach to the satisfaction of the Covered Entity within 10 business days. Covered Entity may immediately terminate this Agreement for Business Associate's failure to cure in the manner set forth in this section.
- D. **Return/Destruction of PHI.** Business Associate agrees that, upon termination of this Agreement for any reason, it will if feasible, return or destroy all PHI maintained in any form (including ensuring the return or destruction of all PHI in the possession of its

subcontractors or agents) received from, or created or received by it on behalf of Covered Entity and retain no copies of such information.

An authorized representative of Business Associate shall certify in writing to covered Entity, within five (5) days from the date of termination or other expiration of this Agreement, that all PHI has been returned or disposed of as provided above, (including all PHI in the possession of its subcontractors or agents) and that neither Business Associate nor its subcontractors or agents retains any such PHI in any form.

- E. **No Feasible Return/Destruction of PHI.** To the extent that the return or destruction of PHI as provided for in *Section 4* above is not feasible, Business Associate shall extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. Notwithstanding any other provision of this Agreement to the contrary, Business Associate shall remain bound and shall ensure that the provisions of this Agreement, similarly bind its subcontractors and agents even after termination of this Agreement, until such time as all PHI has been returned or otherwise destroyed as provided in accordance with this section.
- F. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in the possession of Business Associate or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure, nor shall Covered Entity be liable to Business Associate for any claim, loss or damage relating to the unauthorized use or disclosure of any information received by Business Associate from Covered Entity or from any other source. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- G. **Legal Action.** Business Associate agrees that unauthorized disclosure of PHI may give rise to irreparable injury to the patient or to the owner of such information and accordingly the patient or owner of such information may seek legal remedies against Business Associate. Business Associate further agrees that the remedy at law for any breach by it of the terms of this Agreement shall be inadequate and that the damages resulting from such breach and are not be susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened breach by Business Associate of the terms of this Agreement, covered Entity shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach. Nothing herein shall be construed as prohibiting Covered Entity from pursuing any other remedies available to Covered Entity for such breach or threatened breach, including recovery of damages from Business Associate. Business Associate further represents that it understands and agrees that the provisions of this agreement shall be strictly enforced and construed against it.

- H. **Construction.** This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA.
- I. **Severability.** In the event that any provision of this Agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.
- J. **Authority.** The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- K. **Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey and shall be construed in accordance therewith.
- L. **Reference:** Code of Federal Regulations, Title 45, Part 160 et seq.

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

Covered Entity	Business Associate
By: _____	By: _____
Title: Francis X. Colford Vice President for Finance and Treasurer	Title: _____
Date: _____	Date: _____

Revised 2/21/07