



Purchasing Services

REQUEST FOR PROPOSAL (RFP)

TITLE: **Medical Transcription Services for UMDNJ, University-wide**

RFP NUMBER: **P10-025(s)**

DATE ISSUED: **March 5, 2010**

DUE DATE: **June 24, 2010 - REVISED**

TIME: **2:00 P.M.**

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 University and University Hospital.

The purpose of this RFP is to enter a term contract for the supply of transcription services to UMDNJ.

1.1.2 Intent

It is the intent of the University to award a sufficient number of contracts to ensure the University has adequate access to transcription services. To this end, the University reserves the right, at the University's sole option, to award up to a total of five (5) contracts for the services required by this RFP. This award methodology is necessary in order to ensure that all entities within the University have adequate access to transcription services covered by this RFP.

Therefore, it is the University's intent to award contracts to five (5) Certified Small Business Enterprise (SBE) for the sole purpose of providing transcription services for UMDNJ Campuses in Newark, New Brunswick/Piscataway, Stratford and UMDNJ satellite locations, (CINJ (Cancer Institute of New Jersey) UMG (University Medical Group) UCHC (University Correctional HealthCare) UH (University Hospital) RWJ (Robert Wood Johnson) and to support its contractual services to provide medical and dental services to inmates and residents of the New Jersey Department of Corrections and other correctional facilities.

NOTE: The issuance of an agreement does not guarantee an anticipated level of work between UMDNJ and the Contractor.

1.2 Background

UMDNJ is the nation's largest, freestanding public health sciences university. It includes eight schools on five campuses in key locations in the state: Newark, Piscataway, New Brunswick, Stratford and Camden. Offering a broad spectrum of health education programs, with more than 5,764 students enrolled in programs in medicine, dentistry, the biomedical sciences and other health professions. It has over 11,575 full time faculty and staff and a network of more than 100 affiliates throughout the state. Additional information about the University, its multiple locations, schools and healthcare facilities is available at:

<http://www.umdj.edu/homepage/index.html> Also, additional information about The University Hospital and the Centers of Excellence is available at:

<http://www.theuniversityhospital.com/index.shtml>.

1.2.1 Background Regarding The University Hospital

Volume of Work: The following is supplied to bidders for information only, and does not represent any guarantee of a similar level of work in the future.

The University Hospital's total VBCs of transcription for fiscal year 2009 were 3,028,623.7, broken out by month as follows:

July 2008	268,706.4
August 2008	250,889.75
September 2008	265,891.2
October 2008	283,744.8
November 2008	244,344.96
December 2008	233,936.45
January 2009	269,919.95
February 2009	233,484.06
March 2009	234,471.96
April 2009	252,459.2
May 2009	241,763.55
June 2009	249,011.84

Work Type Mix of Documents at The University Hospital:

Documents presently generated include:

#	Description	Interface Code (Epic)	Work Type	Type of Header for Date
1	Consultation Note	UCR	66	"Date of Consult:"
2	Discharge Summary	UDS	12, 22, 32, 42, 52, 62, 72, 82, 92, 98, 99	"Adm. Date:" "Dis. Date"
3	Operative Report	UOR	11, 21, 41, 61, 81, 91	"Proc. Date:"
4	Trauma Attending Admission Note	UTN	10	"Adm. Date:"
5	EEG	UNE	27	"Date of Study:"
6	Radiation Oncology	DON	25	"Date of Study:"
7	Electrophysiology Study	UEP	54	"Date of Study:"
8	CVS Procedure Report	UPT	55	"Date of Study:"
9	Fluorescein Angiography	UFA	15	"Proc. Date"
10	Low Vision Report	ULV	16	"Date of Study:"
11	Ophthalmology Referral Letter	UOC	14	"Date of Study:"
12	Indocyanine Green Angiography	ICG	17	"Proc. Date"

Volume by Document Type: 80% of reports produced are discharge summaries and operative reports. The remaining work types represent approximately 20% of the volume.

Document Authors:

Document authors are mix of attending physicians, fellows/residents, nurse practitioners and physician assistants. Regardless of author, all reports are forwarded for signature directly to the attending physician. The University Hospital does NOT use the ADT attending for this assignment, but rather the attending name provided during dictation.

An Excel file will be provided to the contractor of all authors including status, department/specialty, hospital ID#, and dictation access ID#.

At present report copies are not printed, faxed, or otherwise distributed by the hospital or by contractor.

1.2.2 Background Regarding University Correctional Health Care

UMDNJ, through its component University Correctional HealthCare (UCHC), became the provider of health care services to NJDOC inmates and resident populations beginning October 1, 2008, pursuant to a service agreement (“Agreement”) between UMDNJ and NJDOC. UCHC provides a full range of medical and dental services to inmates and residents, both through direct provision by health care personnel employed by the University and through subcontracted program support services. Both the UMDNJ employees and the subcontracted providers require the support of transcription services. UMDNJ seeks proposals through an open and competitive bid process to subcontract with the University to provide such transcription services in support of medical and dental care provided to the inmate and resident populations of NJDOC.

UMDNJ’s annual Medical Transcription expenditures are approximately seven hundred fifty thousand dollars (\$750,000.00), including University Hospital (UH expenditures is approximately \$352,489.00) and the NJDOC Agreement; however no level of future expenditures is guaranteed. .

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: Jessica Then
Buyer's Phone Number: 732-235-9026
Buyer's Fax Number: 732-235-9024
E-mail: thenje@umdnj.edu

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 **no later than June 9, 2010**. 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. All bidders interested in submitting proposals are strongly encouraged to attend the mandatory Pre-bid Conference. The purpose of this 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: June 10, 2010

TIME: 10:00 A.M.

LOCATION: UMDNJ, LIBERTY PLAZA, 335 GEORGE STREET, 3rd FLOOR, TRAINING ROOM B, NEW BRUNSWICK, NEW JERSEY

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, MacBride Principles Certification and, if applicable, foreign (out of State) corporate registration must be supplied for each party to the joint venture.

1.4.9 Small Business Subcontractor

Since this procurement is set-aside for small businesses, the bidder must provide evidence with its bid proposal of certification as a small business from Commerce.

1.4.10 Bid Bond

A bid bond is not required as a part of this procurement.

1.4.11 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.

1.4.12 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 onVBC at: <http://www.state.nj.us/treasury/purchase/busreg.htm>

1.4.12.1 Definitions

For the purpose of the section, the following shall be defined as follows:

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

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

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

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

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

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

1.4.12.2 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 Director of the Division of Taxation in the Department of Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

1.4.13 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 Ethics and Compliance.

Any employee of UMDNJ who in good faith reports such information will be protected against retaliation for coming forward with such information both under UMDNJ's internal compliance policies and procedures and United States and New Jersey law.

As an organization, UMDNJ obligates itself to investigate any such information swiftly and thoroughly through its internal compliance programs and mechanisms. Nonetheless, if an employee, contractor or agent believes that the organization's response is deficient and unresponsive, the employee shall bring these concerns to UMDNJ's Office of Ethics and Compliance.

If such follow-up still does not trigger an investigation, after a reasonable period of time, the employee, contractor or agent has the ability to bring his/her concerns to the appropriate government agency under the relevant Federal and/or State laws.

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

2.0 DEFINITIONS

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.

“AHIMA” – American Health Information Management Association

“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.

“CMT” – Certified Medical Transcriptionist, a designation established by the Association for Healthcare Documentation Integrity (AHDI) for medical transcriptionists who have met advanced, specified education, experience and examination criteria. Medical transcriptionists possessing the Registered Medical Transcriptionist (RMT) designation are not to be utilized for services under this 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.

“EMR” – Electronic Medical Record

“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.

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

“HL 7” – Health Level Seven

“Loaded Hourly Rates” – All-Inclusive rate for the project requested.

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

“MTIA” - Medical Transcription Industry Association

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

“QC” – Quality Control

“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.

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

“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.”

“VBC” - Visible Black Character, a standard unit of measure for transcribed reports adopted by the Joint Task Force on Standards Development of the AHIMA and MTIA. VBC is defined as any printed letter, number symbol, and/or punctuation mark excluding any/all formatting (e.g., bold, under VBC, italics, table structure, or formatting codes). All visible black characters can be seen with the naked eye as a mark regardless of whether viewed electronically or on a printed page. A VBC is typically calculated by counting all visual characters and simply dividing the total number of characters by 65 to arrive at the number of defined VBC.

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

3.0 SCOPE OF WORK

- 3.1.1 The Contractor must provide medical transcription services with the capability to receive digital dictation via telephone and secure web site and transmit digital transcriptions via secure web site, secure e-mail, direct interface, and/or fax distribution.
- 3.1.2 The Contractor **should** provide medical transcription services utilizing certified medical transcriptionists (CMTs).
- 3.1.3 The Contractor must have a minimum of three (3) years experience in providing medical transcription services.
- 3.1.4 Product Pricing

UMDNJ supports the industry AHIMA/MTIA task force which unanimously agreed that the visible black character is the only counting method that could be easily understood, verified, and replicated by all parties in the medical transcription business processes. Accordingly, all pricing under this contract shall be based on visible black character as the standard unit of measure for medical transcription.

Characters preprogrammed as part of the letterhead or carried automatically page to page as header information, shall not count towards billable characters. UMDNJ will audit the character and VBC count and pay according to UMDNJ's count, not the Contractor's.

3.2 Digital Dictation

- 3.2.1 The Contractor must provide digital dictation service. The Contractor must provide "rollover" or "hunt" capability which connects callers to the next available port to receive dictation.

The Contractor must ensure that dictation space is never near capacity for voice recording and that it is available 24 hours a day, 7 days a week, 365 days a year (apart from scheduled maintenance). Scheduled maintenance must be communicated to UMDNJ units at least 5 days in advance and a contingency plan included. The Contractor should provide the annual software maintenance schedule from its software vendor as soon as available.

The Contractor's digital dictation system must provide detailed instructions to each caller. Detailed instructions are to include, but not be limited to, the following:

- a) How to bypass the instructions for experienced callers.
- b) How to edit messages.
- c) How to make dictation a priority/stat.
- d) How to pause and restart dictation.
- e) How to 'rewind' and listen to dictation.
- f) How to finish one dictation and immediately start another without redialing.

g) How to end dictation.

3.2.1.1 For UCHC, the dictation instruction currently in use follows, and an instruction substantially similar will be likely to enjoy user compliance:

NJ DOC Dictation Instructions

1. Dial ###-###-####

2. Enter physician ID, then #

3. Enter report type code, then #

Begin dictation after the beep.

Carefully state your name, spell pt's first & last name, give SBI#, date of birth, and date of service.

KEYPAD FUNCTIONS

1=Go To Beginning & Play

2=Play Job #

3=Go To End of Dictation

4=REWIND and Review

5=Dictation Complete/Disconnect

6=Fast Forward

7=Play/Listen

8=Dictation Complete/New Job

9=RECORD

0= PAUSE (silence); use 9 to record again

If you use Pause or Fast Forward, you must press 7 to listen or 9 to record again

Report Type	Work Type Code
Consultation	1
Diagnostic Study	2
Other	3

Instructions should be tailored to the needs of each UMDNJ business unit since each unit may not need or want instructions for certain elements.

3.2.2 For the University Hospital:

The Contractor must provide individual job numbers at the end of each dictation that the author can record onto the medical record. Contractor should provide a mechanism for author to replay job# if missed upon initial provision.

The Contractor must provide customizable voice prompts that include:

- Enter author ID#
- Enter work type
- Enter 9 digit medical record #
- Enter date of service

The Contractor should provide any additional available voice prompts.

3.2.3 The Contractor must provide a digital dictation system that is accessible by any touchtone telephone, 24 hours a day, 7 days a week via a Contractor provided toll free number. The Contractor must have the ability to tie the toll free number to existing dictation extensions at The University Hospital. The Contractor must be capable of providing access to a digital voice storage system with redundant recording which protects all data from any Contractor computer failures, including computer disk malfunctions or other computer or data/communication VBC malfunctions.

3.2.4 The Contractor shall continually provide updated detailed information on any alternatives to digital dictation as such information becomes available to the Contractor.

3.3 Equipment and Technology (Hardware and Software) Requirements

3.3.1 The Contractor must have capability to receive patient's registrations data (ADT – Admission/Discharge/Transfer) and send transcriptions (MDM) via HL7 compliant direct interface into UMDNJ's HL7 interface engine the dictated transcriptions to Sovera Imaging System for subsequent transmission to EPIC EMR - for inpatient, and Logician EMR - for outpatient. The Contractor shall adhere to the EPIC ADT and MDM interface specifications (See the attached specifications). The Contractor must be able to support VPN encrypted tunnel technology with 3DES Encryption for both ADT and MDM interfaces.

3.3.1.1 For UCHC, the Contractor must have capability to send transcriptions (MDM) via HL7 compliant direct interface into General Electric's Centricity™ version 5.6 electronic medical records system. The Contractor shall agree to write and maintain an interface to this system to allow for the electronic ordering of tests and accessing test results. The Contractor shall transfer transcriptions to various Electronic Medical Record systems using such interface languages including, but not limited to HL7 versions two and three (v 2.0 and v 3.0), as required by the applicable Electronic Medical Record System. NJDOC has purchased and deployed an electronic medication administration record system that is fully integrated with Centricity (tm) version 5.6 and newer.

3.3.2 The University Hospital basic requirements include digital dictation. For other UMDNJ business units, the Contractor must provide software interface, digital voice recorders, docking base for digital voice recorders, and USB/II connection cables for uploading voice recordings into computer and transmitting to Contractor. The Contractor should specify the ownership of the equipment and the disposition requirements upon contract termination.

The University Hospital system interface requirements are addressed and detailed in attached documents (Exhibit A and B) entitled:

- a. Standard HL7 Outgoing Registration and ADT Interface Technical Specification (59 pages)

- b. Standard HL7 Incoming Transcription Interface Technical Specification (27 pages)

3.3.3 The Contractor must provide a HIPAA compliant, secure web site to enable departments to access transcription reports via the Internet. The Contractor must provide access codes only to the designated department staff which will control UMDNJ staff/faculty access to the website.

The University Hospital does NOT want automatic upload of reports into its receiving system. Instead, The University Hospital requires Contractor to 'hold' all newly transcribed reports in a queue, and UH personnel will access this queue via Contractor's software system and be responsible for individual review of each report, verifying accuracy of:

- patient name
- medical record number
- attending physician and ID#
- attending surgeon and ID #
- account #
- date(s) of service

UH personnel must have access to make corrections to any of the above-noted elements as needed, and to 'release' reports for upload once they have been verified and/or corrected. UH personnel must also have access to report text to make corrections, amendments, etc. as needed.

3.3.4 The Contractor must adhere to HL7 v2.x (v2.4 preferred) compliance. See <http://www.hl7.org/>

3.3.5 The Contractor's system should allow University Hospital Medical Record Department staff to self-enter new dictators into the dictation system. If the Contractor's system does not allow for this functionality, Contractor must provide specific timeframes in which it will add new dictators into system and the method for notification from the hospital.

3.4 Record Retention

3.4.1 The Contractor shall be required to retain voice recordings for a period of four (4) weeks all telephone dictation after receipt of the original or addenda dictation. The Contractor shall establish a system to research (find or search) dictation in the event of a complaint of missing dictation or other circumstances. UMDNJ reserves the right to require the Contractor to retain dictation recordings for longer than four (4) weeks if problems or circumstances warrant such retention.

3.4.2 The Contractor shall implement a retention policy for all patient information which includes the following general requirements. The Contractor shall provide a computer storage and/or archival media acceptable to UMDNJ whereby transcription is retained by UMDNJ medical records staff after a period of 180 days elapses. The Contractor shall provide to UMDNJ every 180 days computer media e.g. tapes, compact disks, or other media storage in an acceptable format to UMDNJ for archival storage prior to archiving/deleting any transcribed reports from vendor system. UMDNJ should be able to search the agreed upon storage format to locate transcription therefore reports should be saved based on UMDNJ unit requirements/needs i.e., job number order vs. patient name order vs. medical record # order. The stored data must be retrievable. The Contractor will not retain the patient information for an indefinite period because of HIPAA regulations.

3.5 Document and Data Storage, Retrieval, and Destruction Requirements

3.5.1 The Contractor must establish and maintain specific timeframes for storage of voice, data, or text files (or any combination) and retrieval of same giving the length of time stored, the method of storage, access, audit trails, retrieval response time, destruction requirements, security precautions, disaster recovery, and backup system software, hardware requirements, and any regulatory requirements or implications.

3.5.2 The Contractor shall provide a Disaster Recovery Plan and a SAS 70 Type II report or equivalent annually in accordance with the American Institute of Certified Public Accounts (AICPA) standards.

3.6 Document Format and Distribution

3.6.1 The Contractor shall produce reports utilizing Microsoft Word. The Contractor must demonstrate flexibility to produce reports to each respective department's specifications. The Contractor must provide on each page of each report identification including, but not limited to, report name, patient name, date of birth, Medical Record # and sequential page numbers e.g., page 1 of 2, page 2 of 2.

The University Hospital header requirements are as follows:

Transcription Type	Hyperspace Header
UCR (Consultation Note) Telephone keypad & work type = 66	Patient: XXXXXXXX,XXXXXXXXX Electronically Signed By: MRN: 000000000 Physician ID: Consulting MD: Mary Smith, MD Signature Date: Date of Consult: 2/1/07
UDS (Discharge Summary) Telephone keypad & worktype = 12, 22, 32, 42, 52, 62, 72, 82, 92, 99	Patient: XXXXXXXX,XXXXXXXXX Electronically Signed By: MRN: 000000000 Physician ID: Attending: Joan Jones, MD Signature Date: Adm. Date: 2/4/07 Dis. Date: 2/6/07
UOR (Operative Report) Telephone keypad & work type = 11, 21, 41, 61, 81, 91	Patient: XXXXXXXX,XXXXXXXXX Electronically Signed By: MRN: 014050188 Physician ID: Surgeon: Robert D. Demarest, MD Signature Date: Proc. Date: 2/6/07
UTN (Trauma Attending Admission Note) Telephone keypad & work type = 10	Patient: XXXXXXXX,XXXXXXXXX Electronically Signed By: MRN: 000000000 Physician ID: Attending: Sarah David, MD Signature Date: Adm. Date: 2/6/07
UNE (EEG) Telephone keypad & work type = 27	Patient: xxxxxx, xxxxxxxxxx Electronically Signed By: MRN: 000000000 Physician ID: Attending: David David, MD Signature Date: Date of Study: 2/13/02

DON (Radiation Oncology) Telephone keypad & work type = 25	Patient: XXXXXX, XXXXXXXXX MRN: 00000000 Attending: Jane Smith , MD Date of Study: 2/1/07	Electronically Signed By: Physician ID: Signature Date:
UEP (Electrophysiology Study) Telephone keypad & work type = 54	Patient: XXXXXX,XXXXXX MRN: 000000000 Attending: Amy Smith, MD Date of Study: 4/28/05	Electronically Signed By: Physician ID: Signature Date:
UPT (CVS Procedure Report) Telephone keypad & work type = 55	Patient: XXXXXX,XXXXXX MRN: 000000000 Attending: Tom Jones, MD Date of Study: 10/31/06	Electronically Signed By: Physician ID: Signature Date:
UFA (Fluorescein Angiography) Telephone keypad & work type = 15	Patient: XXXXXXXX,XXXXXX MRN: 00000000 Attending: Bob Johnson, MD Date of Study: 2/1/07	Electronically Signed By: Physician ID: Signature Date:
ULV (Low Vision Report) Telephone keypad & work type = 16	Patient: XXXXXXXX,XXXXXX MRN: 000000000 Attending: Sherry Smith, MD Date of Study: 1/30/07	Electronically Signed By: Physician ID: Signature Date:
UOC (Ophthalmology Referral Letter) Telephone keypad & work type = 14	Patient: XXXXXXXX,XXXXXX MRN: 000000000 Attending: Roger Jones, MD Date of Study: 1/24/07	Electronically Signed By: Physician ID: Signature Date:
ICG (Indocyanine Green Angiography) Telephone keypad & work type = Used VERY infrequently	Patient: XXXXXXXX,XXXXXX MRN: 00000000 Attending: Marc Smith, MD Date of Study: 12/1/06	Electronically Signed By: Physician ID: Signature Date:

- 3.6.2 The Contractor shall utilize UMDNJ reference materials (including Discharge Patient Lists; Active Patient Lists; narrative and code; etc.) for verification and supplementation.
- 3.6.3 The Contractor shall provide the ability to allow UMDNJ staff to generate single, hard-copy reports on color-specific paper at the staff's convenience and within the established turnaround time limits as required in the Scope of Work of this RFP.
- 3.6.4 The Contractor shall have the ability to recognize the dictator's identification number and report code number.
- 3.6.5 The Contractor shall provide transcribed reports and other information in the format that the using department specifies.
- 3.6.6 The Contractor does not have to prepare originals or copies of reports for The University Hospital or directly send reports to any dictator.

UCHC in some locations requires that the Contractor transcribe all dictations received by telephone and prepare one original and one copy of each report. All originals and copies must be legible. The original and copy, along with a UMDNJ supplied return envelope shall be mailed by first class to the dictator in a UMDNJ supplied window envelope on the same day as the report is transcribed.

3.7 Daily Logs/Statistical and System Reports

- 3.7.1 The Contractor shall provide a daily log with each transmittal relative to newly transcribed reports. It shall include an itemized list of all reports showing patient name, unit number, VBC count, name of dictator, date dictated and total daily VBC count of completed work. The cost shall be borne by the Contractor and all daily logs must be transmitted via the computer program to UMDNJ.

Logs and reports should be available electronically for The University Hospital so UH Medical Record staff can access and run standard daily/monthly reports from the Contractor's system as suits UH needs. UH staff should also have system access that allows UH staff to:

- view individual dictation/job # status
- search for dictation by job#/print report
- search for dictation by medical record #/print report
- search for dictation by author/print report
- search for dictation by work type/print report
- search for dictation by date range/print report
- view all reports pending transcription
- produce reports of transcription turnaround time by work type, by author

- 3.7.2 The Contractor shall provide daily logs and statistical reports by the method the dictator chooses. The dictator will have at his/her option, the choice of receiving the reports by the method he/she chooses as required in the Scope of Work of this RFP. In addition to the options above, which are required, the Contractor may also add an additional option of automatically faxing reports to the dictator, if the dictator requests.

University Hospital does not require the Contractor to provide any standard daily or other reports submitted directly to authors/dictators at The University Hospital. The University Hospital does not currently fax copies of reports to outside/referring providers, but the Contractor should detail this process and requirements for possible future implementation.

- 3.7.3 The Contractor shall maintain protocols approved by UMDNJ for how audit trail information will be obtained and reported to any UMDNJ business unit if required.
- 3.7.4 The Contractor shall provide billing verification reports subject to the approval of UMDNJ that easily allow UMDNJ units to verify appropriate invoicing of transcription.

3.8 Lost Reports

Lost reports are defined as reports dictated by the source, verified by the dictator's use of the playback feature after dictating, but neither delivered to UMDNJ nor recoverable from retrieval tapes or disks. The Contractor shall include the job number in the request and the specific date the report was dictated by the requesting department or unit. If a consultative examination must be rescheduled or re-dictated because of a verified lost report by the Contractor, the Contractor shall be responsible for the costs of the rescheduled examination; which may include claimant travel costs incurred and the cost of having the dictator re-dictate the report. The Contractor will be notified in writing of such costs, which will be deducted from the next billing by the Contractor.

3.8.1 Partial Dictations

A partial dictation is defined as any incomplete report due to equipment malfunction, termination of dictation by the dictator prior to the diagnosis section of the report, simple cut-off/hang up, or dictation of "addendum" report with additional information. The Contractor shall combine segments of the same report dictated at different times, into a complete report, for final preparation, delivery and billing purposes. The Contractor shall develop a procedure for transcriptionists to identify partial dictations.

- 3.8.1.1 The Contractor shall hold partial dictations no longer than 24 hours while waiting for the dictator to complete the dictation.

The University Hospital **does not** want the Contractor to hold any partial dictations. For UH, all hang ups with no dictation should be noted as such and easily identifiable by UH Medical Record staff in Contractor's software system.

All cut-off dictation with no identifiable duplicate dictation or addendum dictation should be transcribed and placed in the 'hold' queue for review by UH staff to determine report disposition. The Contractor should make all reasonable efforts to combine reports when there is an original plus an addendum dictation for the same patient, same encounter.

3.9 Staffing

The Contractor should assign CMTs to the contract on a continual basis. This enables the CMTs to develop familiarity with the workload. All the work is to be managed through one pre-designated Contractor location unless prior written approval is received from UMDNJ for the use of an alternate location.

3.10 Methods of Delivery

3.10.1 The Contractor must have the ability to submit reports in various methods. The methods include, but are not limited to:

- A) HIPAA Email – The Contractor must be able to submit transcribed reports via HIPAA compliant, encrypted email.
- B) HIPAA Web – The Contractor must be able to submit transcribed reports via the Contractor's HIPAA compliant, secured Website.
- C) HIPAA, HL7 Direct Interface – The Contractor must be able to submit reports via HL 7 compliant direct interface into UMDNJ Clinical Systems, EPIC- for inpatient; Logician- for outpatient.
- D) HIPAA Fax – Cover sheet must associate all fax transmissions to the requesting department.

3.10.2 The Contractor must comply with all Federal and State laws, regulations and rules governing confidentiality and privacy of all medical source information used in the performance of medical transcription services. Reports must be transported, transmitted and/or stored in secure location(s) or like manner. Violations of confidentiality will be referred for prosecution to the full extent of Federal and State laws, as appropriate.

3.11 Transcription Turnaround Times for Document Types

3.11.1 The Contractor shall have the capacity to produce reports according to contracted turnaround times. The Contractor shall provide the following turnaround times (TAT):

Stat reports	2 hours or less
Initial assessment	24 hours or less
Court hearings	24 hours or less

All other report types	48 hours or less - (non University Hospital reports)
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The University Hospital (UH) report types include:

History & Physical	4 hours or less vs. 8 hours or less
Operative Report	12 hours or less vs. 24 hours or less
Discharge Summary	24 hours or less
Consultation Report	4 hours or less vs. 8 hours or less
Various procedure reports (e.g., cardiac cath, PTCA, EEG)	12 hours or less vs. 24 hours or less
Referral letters	24 hours or less
Radiation oncology reports	24 hours or less

The Contractor should provide pricing for The University Hospital based on the two different turnaround times noted above for specific report types.

3.12 Staff Training

3.12.1 The Contractor shall provide all necessary dictation and transcription service training to UMDNJ staff and attending practitioners. The Contractor will provide UMDNJ staff with names and telephone numbers for service or questions. The Contractor shall provide ongoing training sessions for use of the dictation and transcription service, as well as use of the computer system for newer versions of technologies. The Contractor shall provide credit card sized instruction sets for every dictator as well as 8 1/2" x 11" laminated instruction sheets for display at UMDNJ. The University Hospital currently does not require dictation instruction cards or laminated instruction sheets.

3.12.2 The Contractor shall provide end user training on the use of its web based software system, with a training schedule for UMDNJ staff to include without limitation: report correction and upload, report production, job searches, etc. The Contractor should provide UMDNJ staff with reference documentation on how to perform the various functions outVBCd above and any other ways staff can optimize system usage. The Contractor shall provide onsite training at the onset of the contract to train UH staff for a minimum of 7 hours and also if/when software or technology is upgraded.

The Contractor shall assign specific, dedicated staff to assist University Hospital end users with system issues, report correction and upload issues, dictation quality issues, etc.

3.13 Quality Control

3.13.1 The Contractor shall maintain a quality control system to ensure accuracy of dictations and transcriptions, required reports, billing documents and any manual or automated logs.

- 3.13.2 The Contractor's transcriptions and other reports shall have no typographic errors or misspelled words on transmitted reports. Transmitted documents from the Contractor with said errors, omissions, or incorrect format shall be corrected and returned to UMDNJ at no extra charge within twenty-four (24) hours of request for correction.
- 3.13.3 UMDNJ reserves the right to require Contractor to reassign any transcriptionist consistently displaying issues with poor quality transcription or issues with selection of wrong/inappropriate demographics.
- 3.13.4 The Contractor shall adhere to its approved quality assurance processes, and the policies and procedures that apply when there are questions about dictation that is difficult to understand, inappropriate, incomplete, etc. UMDNJ requires that the Contractor perform quarterly quality audits by transcriptionist and report these findings to the using departmental management along with any performance improvement plans, if needed.
- 3.13.5 The Contractor's performance is satisfactory if the transmitted transcriptions and other reports have ninety eight per cent (98%) accuracy and have no uncorrected errors. The Contractor shall receive written notice if there is unsatisfactory performance in any month. If the Contractor has unsatisfactory performance in any two (2) consecutive months or four (4) months in any twelve (12) month period, it will result in a negative recommendation being sent to the Executive Director, Materials Management for termination of the contract.
- 3.13.6 The Contractor must daily perform a testing function to ensure that the answering and recording (or voice response) equipment is in proper working order. The Contractor shall continuously monitor the function of all equipment and report any malfunction to the appropriate repair service immediately. The Contractor shall notify the appropriate UMDNJ staff immediately if the malfunction is expected to interrupt or delays dictation services for longer than one (1) hour. For all interruptions or delays exceeding two (2) hours, the Contractor shall provide an appropriate interim recorded message to inform callers of equipment malfunction and anticipated time of return to normal service levels.
- 3.13.7 The Contractor shall adhere to its approved schedule of downtime for software maintenance for calendar year 2010 including day, time, duration.

3.14 Problem Dictators

- 3.14.1 The Contractor shall make provisions for dictators who have speech that is too fast, garbled or muffled.
- 3.14.2 The Contractor shall make provisions for dictators who have speech which is difficult to understand due to foreign accents. The Contractor shall make provisions for other types of common dictation problems not covered above.
- 3.14.3 The Contractor must have a process for identifying questions or issues if dictation is not clear. The Contractor's transcriber must note where attention is needed.

3.15 Optional Services

3.15.1 Audio Tape

UCHC in some locations requires that the Contractor must provide transcription services prepared on audiotape. The audiotapes will be micro, mini or standard cassette-type tapes. The Contractor must pick up and drop off audiotapes from departments that want to utilize this method of transcription. The Contractor must demonstrate flexibility by adhering to the requirements of various UMDNJ departments when addressing logistics of: when, where, and frequency of pickups and deliveries.

3.15.2. Printout of Reports

3.15.2.1 The Contractor must be able to submit transcribed reports printed out on UMDNJ letterhead and inserted into UMDNJ envelopes.

3.15.2.2 The Contractor will receive envelopes and letterhead from the UMDNJ department that uses the Contractor for medical transcription services.

3.15.3 Courier Service

3.15.3.1 The Contractor must utilize a courier service to transport printed out transcribed reports to the using department.

3.15.3.2 Contractor should detail any other optional or additional services or technology available that are not otherwise addressed in this document.

4.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

4.1 Contract Term and Extension Option

4.1.1 Contract Term

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

4.1.2 Contract Extension Option

This contract may be extended for two additional one-year periods. Any extension of this contract under this provision will be put into effect by mutual agreement between the University and the Contractor, with written notification being provided to the Contractor by the University. The original terms and conditions will remain in effect for any extension period. Unless otherwise noted in this RFP (or any Addendum thereto), any increase in price for each optional year shall not exceed any increase in the Consumer Price Index for the NewYork/NewJersey region for all Urban Consumer for the 12-month period prior to the option year.

4.1.3 Contract Term and Extension regarding Services to UCHC

Any contract resulting from this procurement for services pertaining to UCHC's contract with the New Jersey Department of Corrections is contingent upon the Service Agreement for such services being renewed. Such Service Agreement is scheduled to expire June 30, 2011 and may be renewed for three additional one year periods.

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 contract resulting from this procurement shall consist of this RFP (including UMDNJ's Standard Terms and Conditions); any addendum to this RFP, and the Contractor's bid proposal and the UMDNJ Contract Term Sheet. 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. Unless specifically noted within this RFP, UMDNJ's

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.umdny.edu/purchweb

The version of the Standard Terms and Conditions that apply to this procurement is attached to the RFP as **Exhibit C**.

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 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.

4.5 Insurance

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

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

4.6 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 Contractor and the Vice President.

4.7 Contractor Responsibilities

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

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services.

The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that UMDNJ may have arising out of the Contractor's performance of this contract.

4.8 Substitution of Staff

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

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

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

4.9 Substitution or Addition of Subcontractor(s)

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

The Contractor must provide detailed résumés of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge ability and experience relevant to that part of the work, which the subcontractor is to undertake. In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of a similar subcontractor proposed by the Contractor in its bid proposal.

The Contractor shall forward a request to substitute/add a subcontractor to the Vice President, through the University's Project Manager, for consideration and approval. No substitution or addition of a subcontractor is authorized until the Contractor has received written approval to proceed from the Vice President, 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 this contract shall be and remain the property of UMDNJ and shall be delivered to UMDNJ upon 30 days notice by UMDNJ.

With respect to software computer programs and/or source codes developed for UMDNJ, the work shall be considered “work for hire,” i.e., UMDNJ, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

4.11 Data Confidentiality

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

4.12 News Releases

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

4.13 Advertising

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

4.14 License and Permits

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply UMDNJ with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award, in the event that it had not been required as part of the Contractor’s bid. All costs associated with any such licenses, permits and authorizations shall have been included by the Contractor its bid proposal.

4.15 Claim and Remedies

4.15.1 Claims

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

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

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

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

UMDNJ's payment terms are Net 45 days.

The Contractor must submit invoices to UMDNJ with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. All invoices must be itemized detailing the names of individuals that worked on the transcription report; number of VBCs transcribed, number of reports provided for each location billed, and turnaround time of the transcribed report. Invoices must reference the purchase order number and must be in strict accordance with the firm, fixed prices submitted on the RFP pricing sheet. All invoices must be approved by the Department utilizing the transcription service before payment will be authorized. Invoices may be submitted to the University electronically.

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 performs 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 this contract. 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 Contractor to suspend work under the contract for a specific time. The Contractor shall be paid until the effective date of the stop order. The Contractor shall resume work upon the date specified in the stop order or upon such other date as the Vice President 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 Change in Law

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

4.21 Late Delivery, Liquidated Damages and Retainage

The Contractor must immediately advise the Vice President of Supply Chain Management 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 Contractor shall meet or exceed agreed upon turnaround times (TAT) 95% of the time for every document type. UMDNJ business units agree to timely alert to the Contractor of any fluctuations in dictation or special events that would significantly impact expected volumes and thus impact TAT. Barring these special event situations, **UMDNJ will deduct a 10% from the Contractor's next subsequent invoice when contracted turnaround times is not met with continued mistakes or poor accuracy per document for two or more consecutive months, not as a penalty, but as liquidated damages for the increased administrative costs incurred by UMDNJ as a result of the late delivery of reports, the exact amount of which is very difficult to ascertain at this time.** The Contractor shall meet with the requesting department and Contract Administrator to review their performance issues and after a period of time if the performance has not improved the retainage will be enforced.

Alternatively, if, in the opinion of UMDNJ, the Contractor's performance warrants such action, UMDNJ reserves the right at any point in time during the contract period to retain fifteen per cent (15%) of each invoice submitted. This retainage will continue for three (3) months, at which time upon certification by UMDNJ that all services have been satisfactorily performed; the retained amount shall be released to the Contractor.

4.23 Small Business Contractor

Since this procurement is set-aside for small businesses, the bidder must provide evidence with its bid proposal of certification as a small business from Commerce.

4.24 Contractor's Personnel

4.24.1 Direct Management of Personnel

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

4.24.2 Employees of the Contractor

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

4.24.3 Criminal Background Check

In addition, in connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment, except as provided under Public Law 89-176, September 10, 1965 (18 U.S.C. 4082)(c)(2) and Executive Order 11755, December 29, 1973.

All employees supplied by the Contractor are required to have a criminal background check and/or be investigated during the term of 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 117 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.

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 must also submit six (6) full, complete and exact copies of the original. In addition, the bidder must submit one (1) copy of the bid proposal on a readable CD. The copies required are necessary in the evaluation of the bid. It is suggested that the bidder make and retain a complete copy of its bid proposal.

5.4 Proposal Form and Content

The proposal should follow the format indicated in the following Sections of this RFP. The bidder should limit their response to one volume, if at all possible, with that volume divided into three (3) sections as indicated below.

5.5 Section 1 – Forms

5.5.1 Ownership Disclosure Form

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

5.5.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another bidder.

5.5.3 Affirmative Action

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

5.5.4 Set-Aside Contracts

Since this procurement is set-aside for small businesses, the bidder must provide evidence with its bid proposal of certification as a small business from Commerce.

5.5.5 Business Associate Agreement

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

5.5.6 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 on VBC at:

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

5.5.7 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.umdnj.edu/purchweb/employees/employ36_forms_policies.htm .

5.6 Section 2 - Technical and Organizational Support and Experience Proposals

Bidders must submit their technical and organizational support and experience proposals by fully and accurately completing the Bidder Data Sheets included in this RFP as Section 7.0.

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

5.6.1 Bidder's Experience

The bidder must have a minimum of three (3) years medical transcription experience.

5.7 Section 3 - Cost Proposal

5.7.1 Bidders must submit their cost proposal in accordance with the Price Sheet(s) included in this RFP as Section 8.0.

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 ninety (90) days so that an award can be made.

5.7.2 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.

6.3.1 The bidder's detailed approach and plans to perform medical transcription services to an institution or facility of a similar size to UMDNJ.

6.3.2 The bidder's documented experience in successfully providing medical transcription services to an institution or facility of a similar size to UMDNJ.

6.3.3 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 providing medical transcription services to an institution or facility of a similar size to UMDNJ.

6.3.4 The overall ability of the bidder to mobilize, undertake and successfully fulfill the contract for medical transcription services. 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 and bidder's financial capacity.

6.3.5 The bidder's cost proposal.

6.4 University's Right to Consider Additional Information

6.4.1 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.

6.4.2 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.

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

6.4.4 When making the contract award decision, the University may consider evidence of formal or other complaints against any bidder(s) by the University for contracts held in the past or present by the bidder.

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

6.4.6 The University reserves the right to conduct site inspections of any facility(s) serviced by the bidder(s) to assist in judging the bidder's ability to provide the services required by this 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.

6.5 **NEGOTIATION AND BEST AND FINAL OFFER (BAFO)** After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, UMDNJ may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals.

The primary purpose of negotiations is to maximize UMDNJ's ability to get the best value, based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder's award potential, including payments. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly. When the evaluation committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFP requirements are satisfied and further provided that the revised payment proposal is not higher than the original payment proposal. Any revised payment proposal that is not equal to or lower in payment than the original payment proposal will be rejected as nonresponsive. Evaluation of the best and final offers will be on the basis of payment and the evaluation criteria set forth in the RFP. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity. UMDNJ reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award. After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Vice President for award the responsible bidder(s) whose bid proposal(s), conforming to the RFP, is most advantageous to the State, payment and other factors considered. The Vice President may accept, reject or modify the recommendation of the Evaluation Committee. The Vice President may negotiate further increases in payment with the selected bidder.

Negotiations will only be conducted in those circumstances where they are deemed by UMDNJ to be in UMDNJ's best interests and to maximize the UMDNJ's ability to get the best value. Therefore, bidders are advised to submit their best technical and payment proposals in response to this RFP, because the UMDNJ may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or payment proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

6.6 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)

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

Bidders are strongly advised to use the Bidder's Data Sheets supplied herein. The bidder should make additional copies, if necessary.

7.1 BIDDER'S GEAR-UP AND TRANSITION PLAN

All bidders, including any present or incumbent contractor(s) should submit a detailed gear-up and transition plan with their bid proposal using the Bidder Data Sheets which follow. The plan should be designed to show the University that the bidder would be able to establish complete and satisfactory contract operation on the contract beginning date.

The bidder should show how they plan to make an orderly and efficient transition from the current contract to complete and satisfactory delivery of all services required by the new contract. The Gear-Up and Transition Plan should provide for an orderly and efficient start-up.

The Gear-Up and Transition Plan should be submitted with the proposal using the following sheets. The plan should address, at a minimum, how the following issues will be handled:

7.1.1 Gear-Up and Transitional Timetable

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

7.1.2 Recruitment of Staff

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

Provide below the Bidder's Plan for Orientation of New Staff required to perform the services, service categories or other work elements as detailed in the Scope of Work of this RFP.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no vertical margin lines or other markings present. The paper appears to be a standard piece of stationery used for writing or drawing.

Request for Proposal: Medical Transcription Services (RFP #P10-025(s))

[illegible]

7.3 LISTING OF POTENTIAL PROBLEMS

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

1. Potential Problem:

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

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

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.4 CONTACT INFORMATION

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

Name: _____

Address: _____

F.E.I.D. No.: _____

Business Phone Number: (____)-____-____

Business Fax Number: (____)-____-____

E-Mail Address _____

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

Name: _____

Role of this person for this contract: _____

Work Telephone Number: (____)-____-____

Home Telephone Number: (____)-____-____

Name: _____

Role of this person for this contract: _____

Work Telephone Number: (____)-____-____

Home Telephone Number: (____)-____-____

Name: _____

Role of this person for this contract: _____

Work Telephone Number: (____)-____-____

Home Telephone Number: (____)-____-____

Name: _____

Role of this person for this contract: _____

Work Telephone Number: (____)-____-____

Home Telephone Number: (____)-____-____

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.4.3 The bidder should list below the name of the individual that may be contacted at all times if service or information is required from the contractor by the University.

Name: _____
Address: _____

Role of this person for this contract: _____

Work Telephone Number: (____)-____-____
Business Fax Number: (____)-____-____
Home Telephone Number: (____)-____-____

7.4.4 The bidder should list below the name, address and telephone number of the insurance firm from which it intends to purchase the insurance required for this contract, and a person to contact at this firm.

Name of Insurance Firm: _____

Address of Insurance Firm: _____

Name and telephone number of individual at the insurance company that the University may contact to verify this information:

Name: _____
Telephone Number: (____)-____-____
E-mail: _____

7.5 BIDDER'S ORGANIZATIONAL CHART

The bidder should provide, using this page, an organizational chart that shows the bidding firm's entire organizational structure. The chart should include actual names and titles. The purpose of this organizational chart is to show the University how the bidder's contract management and on-site supervisors proposed for this contract fit into the overall organizational structure.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.6 PROJECT ORGANIZATION CHART

The bidder should provide, using this page, an organizational chart showing the bidder's organization for this term contract alone. The term contract organization chart should show the bidder's management and on-site supervisor(s) assigned directly to this contract. Show individuals with their names and titles. If subcontractors are proposed, show the subcontractor's management and supervisory personnel with name and titles.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.7 LISTING OF BIDDER'S MANAGEMENT AND PERSONNEL

The bidder should provide a complete list of all contract management and personnel to be assigned to this contract by the bidder. The bidder should also include subcontractor personnel, if applicable. This list should identify the position/title of each individual assigned and provide a summary of each individual's function and role in the contract.

1. NAME OF INDIVIDUAL ASSIGNED: _____

2. POSITION/TITLE ON THIS CONTRACT: _____

3. PROPOSED FUNCTION/ROLE ON THIS CONTRACT:

1. NAME OF INDIVIDUAL ASSIGNED: _____

2. POSITION/TITLE ON THIS CONTRACT: _____

3. PROPOSED FUNCTION/ROLE ON THIS CONTRACT:

1. NAME OF INDIVIDUAL ASSIGNED: _____

2. POSITION/TITLE ON THIS CONTRACT: _____

3. PROPOSED FUNCTION/ROLE ON THIS CONTRACT:

1. NAME OF INDIVIDUAL ASSIGNED: _____

2. POSITION/TITLE ON THIS CONTRACT: _____

3. PROPOSED FUNCTION/ROLE ON THIS CONTRACT:

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.8 RESUMES FOR BIDDER'S PERSONNEL ASSIGNED TO THIS CONTRACT

The bidder should provide a detailed resume for each contract manager to be assigned to this contract as listed in Section 7.7, above. Resumes submitted should also correspond directly to the chart provided in response to Section 7.6.

NOTE: The bidder should submit at least one (1) acceptable resume for the bidder's contract manager.

Resumes should emphasize the relevant qualifications and experience of the individuals assigned in successfully providing services similar in size and scope to those required by this RFP. A description of the contract given as a reference should be provided and should show how the individual's work under the contract relates to the services required by this RFP.

Bidders are strongly urged to utilize the format specified below:

7.8.1 RESUME FORM: CONTRACT MANAGER(S)

TITLE OR POSITION PROPOSED FOR THIS CONTRACT: _____

EMPLOYEE'S NAME: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION WITH YOUR FIRM: _____

TOTAL YEARS WORKED IN THE INDUSTRY PROVIDING SERVICES REQUIRED BY THIS RFP: _____

EMPLOYMENT DATA: PROVIDE ONLY INFORMATION RELATED TO PRIOR EMPLOYMENT IN THE INDUSTRY PROVIDING SERVICES REQUIRED BY THIS RFP:

1. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY CONTACT TO VERIFY THIS REFERENCE: _____

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

DATES EMPLOYED: FROM _____ TO _____

LIST TOTAL NUMBER OF EMPLOYEES MANAGED: _____

PROVIDE A BRIEF DESCRIPTION OF DUTIES AT THIS JOB. EMPHASIZE DUTIES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP: _____

(RESUME FORM: CONTRACT MANAGER(S) CONTINUED ON FOLLOWING SHEET)

2. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY THIS REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES EMPLOYED: FROM _____ TO _____

LIST TOTAL NUMBER OF EMPLOYEES MANAGED: _____

PROVIDE A BRIEF DESCRIPTION OF DUTIES AT THIS JOB. EMPHASIZE DUTIES
THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP: _____

3. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY THIS REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES EMPLOYED: FROM _____ TO _____

LIST TOTAL NUMBER OF EMPLOYEES MANAGED: _____

PROVIDE A BRIEF DESCRIPTION OF DUTIES AT THIS JOB. EMPHASIZE DUTIES
THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP: _____

(RESUME FORM: CONTRACT MANAGER(S) CONTINUED ON FOLLOWING SHEET)

CONTRACT MANAGER(S)' RELEVANT EDUCATION AND TRAINING:

(MAKE ADDITIONAL COPIES OF THESE SHEETS IF, NECESSARY)

7.9 REFERENCES OF FIRM

The bidder must list references that clearly demonstrate the bidder's proven capabilities in providing medical transcription services to an institution or facility of a similar size to UMDNJ as required by this RFP. It is requested that references be given in the format below.

The bidder should provide a comprehensive listing of contracts requiring work to an institution or facility of a similar size to UMDNJ as required by this RFP. References provided should be for work that is currently under contract and that has been successfully undertaken and completed by the bidder. These references will serve as a demonstration of the firm's ability to successfully undertake and provide medical transcription services required by this RFP. A description of the contract should be included and should show how the referenced contract relates to the ability of the firm to provide the services required by this RFP.

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

ADDRESS: _____

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

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

DATES UNDER CONTRACT: FROM _____ TO _____

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

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

ADDRESS:

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

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

DATES UNDER CONTRACT: FROM _____ TO _____

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

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

ADDRESS:

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

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

DATES UNDER CONTRACT: FROM _____ TO _____

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

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

ADDRESS:

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

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

DATES UNDER CONTRACT: FROM _____ TO _____

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

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

ADDRESS:

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

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

DATES UNDER CONTRACT: FROM _____ TO _____

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

(MAKE ADDITIONAL COPIES OF THESE SHEETS, IF NECESSARY)

7.10 LISTING OF ALL CONTRACTS LOST IN LAST THREE (3) YEARS

The bidder should provide a complete list of all contracts the bidder has lost or has had terminated during the last three (3) years, along with the reason why each one was lost or terminated. Include the name of a contact person and phone number for each contract lost or terminated.

1. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

2. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

3. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

4. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

5. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

6. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.11 SUBCONTRACTOR DATA SHEET(S)

If the bidder is proposing to use subcontractors, the following information should be completed and submitted with your bid.

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

1. PROVIDE SUBCONTRACTOR'S NAME, ADDRESS, CONTACT PERSON AND 24-HOUR PHONE NUMBER:

FIRM NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

24-HOUR PHONE NUMBER: _____

2. LIST BELOW THE NAME(S), TITLE(S) AND FUNCTION(S), OF THE RESPONSIBLE OPERATING OFFICERS:

NAME	TITLE	FUNCTION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. SPECIFY, IN DETAIL, THE FUNCTION(S) THE SUBCONTRACTOR WILL BE PERFORMING:

(SUBCONTRACTOR DATA SHEET (CONTINUED))

4. INDICATE BELOW THE SUBCONTRACTOR'S EXPERIENCE IN PERFORMING SIMILAR SERVICES TO THOSE REQUIRED BY THIS RFP:

5. NAME AND ADDRESS, CONTACT NAME AND TELEPHONE NUMBER OF FIRM PROVIDED AS A REFERENCE FOR SUBCONTRACTOR:

NAME OF COMPANY PROVIDED AS A REFERENCE FOR THE SUBCONTRACTOR:

ADDRESS: _____

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

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

DATES UNDER CONTRACT: FROM _____ TO _____

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

(SUBCONTRACTOR DATA SHEET (CONTINUED))

NAME OF COMPANY PROVIDED AS A REFERENCE FOR THE SUBCONTRACTOR:

ADDRESS:

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

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES UNDER CONTRACT: FROM TO

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

NAME OF COMPANY PROVIDED AS A REFERENCE FOR THE SUBCONTRACTOR:

ADDRESS:

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

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES UNDER CONTRACT: FROM TO

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

(MAKE ADDITIONAL COPIES OF THESE SHEETS, IF NECESSARY)

7.12 BIDDER'S FINANCIAL CAPACITY

The bidder should provide proof of the firm's financial capacity and capabilities to undertake and successfully provide medical transcription services required under this contract. A financial statement for the most recent fiscal year or bank reference is acceptable. The University reserves the right to check and evaluate the firm's financial capacity and capability by any means deemed appropriate. The submission of this information with the bid is desired by the University, but is not mandatory. However, 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. Attach information to this form.

8.0 PRICE SHEET AND SUPPORTING DETAIL

Bidder name: _____

Note: All pricing under this contract shall be based on a visible black character (VBC) as the standard unit of measure for medical transcription.

8.1 For services performed for The University Hospital:

Description	Approx Annual VBC Quantity	Unit Price/VBC	Unit Price/VBC - History& Physical	Unit Price/VBC – Operative Report	Unit Price/VBC – Consultation Report	Unit Price/VBC – Various Procedure Report
Year One Transcription Services Fully Loaded, All Inclusive Cost Per VBC to Provide Dictation and Transcription Services.	3,000,000	\$_____/VBC	\$_____/VBC – 4 hours TAT	\$_____/VBC – 12 hours TAT	\$_____/VBC – 4 hours TAT	\$_____/VBC – 12 hours TAT
			\$_____/VBC – 8 hours TAT	\$_____/VBC – 24 hours TAT	\$_____/VBC – 8 hours TAT	\$_____/VBC – 24 hours TAT
Year Two Transcription Services Fully Loaded, All Inclusive Cost Per VBC to Provide Dictation and Transcription Services.	3,000,000	\$_____/VBC	\$_____/VBC – 4 hours TAT	\$_____/VBC – 12 hours TAT	\$_____/VBC – 4 hours TAT	\$_____/VBC – 12 hours TAT
			\$_____/VBC – 8 hours TAT	\$_____/VBC – 24 hours TAT	\$_____/VBC – 8 hours TAT	\$_____/VBC – 24 hours TAT
Year Three Transcription Services Fully Loaded, All Inclusive Cost Per VBC to Provide Dictation and Transcription Services.	3,000,000	\$_____/VBC	\$_____/VBC – 4 hours TAT	\$_____/VBC – 12 hours TAT	\$_____/VBC – 4 hours TAT	\$_____/VBC – 12 hours TAT
			\$_____/VBC – 8 hours TAT	\$_____/VBC – 24 hours TAT	\$_____/VBC – 8 hours TAT	\$_____/VBC – 24 hours TAT

8.0 PRICE SHEET AND SUPPORTING DETAIL (CONTINUED)

8.2 For services performed for all units of UMDNJ except The University Hospital:

Note: All pricing under this contract shall be based on a visible black character (VBC) as the standard unit of measure for medical transcription.

Description	Approx Annual VBCs Quantity	Unit Price/VBC	Unit Price/VBC - History& Physical	Unit Price/VB C – Operative Report	Unit Price/VBC – Consultation Report	Unit Price/VBC – Various Procedure Report
Year One Transcription Services Fully Loaded, All Inclusive Cost Per VBC to Provide Dictation and Transcription Services.	200,000	\$_____/VBC	\$_____/VBC – 4 hours TAT \$_____/VBC – 8 hours TAT	\$_____/VBC – 12 hours TAT \$_____/VBC – 24 hours TAT	\$_____/VBC – 4 hours TAT \$_____/VBC – 8 hours TAT	\$_____/VBC – 12 hours TAT \$_____/VBC – 24 hours TAT
Year Two Transcription Services Fully Loaded, All Inclusive Cost Per VBC to Provide Dictation and Transcription Services.	200,000	\$_____/VBC	\$_____/VBC – 4 hours TAT \$_____/VBC – 8 hours TAT	\$_____/VBC – 12 hours TAT \$_____/VBC – 24 hours TAT	\$_____/VBC – 4 hours TAT \$_____/VBC – 8 hours TAT	\$_____/VBC – 12 hours TAT \$_____/VBC – 24 hours TAT
Year Three Transcription Services Fully Loaded, All Inclusive Cost Per VBC to Provide Dictation and Transcription Services.	200,000	\$_____/VBC	\$_____/VBC – 4 hours TAT \$_____/VBC – 8 hours TAT	\$_____/VBC – 12 hours TAT \$_____/VBC – 24 hours TAT	\$_____/VBC – 4 hours TAT \$_____/VBC – 8 hours TAT	\$_____/VBC – 12 hours TAT \$_____/VBC – 24 hours TAT

8.0 PRICE SHEET AND SUPPORTING DETAIL (CONTINUED)

Bidder name: _____

8.3 Additional Services - Because the prices requested above are fully loaded, all-inclusive, the bidder must clearly identify if there are any additional costs related to any of the following areas, and if so, these need to be detailed below (including if one time, recurring, etc.).

Archival services	\$ _____/hourly rate
Audio tape services	\$ _____/hourly rate
Consulting services	\$ _____/hourly rate
Custom programming (pertaining to interface)	\$ _____/hourly rate
Courier services	\$ _____/rate
Handheld and peripheral equipment	\$ _____/rate
Fax Services	\$ _____/rate
Licenses	\$ _____/rate
Reporting	\$ _____/rate
Resending of documents	\$ _____/rate
Support and maintenance	\$ _____/hourly rate
Technology upgrades	\$ _____/rate

9.0 REQUIRED FORMS

- Ownership Disclosure Form - attached
- MacBride Principle Certification - attached
- Business Associate Agreement – attached
- Affirmative Action Employee Information can be found onVBC at:
http://www.umdny.edu/purchweb/words_download/Form%20AA%20302%20.pdf
http://www.umdny.edu/purchweb/words_download/AA302_instructions.pdf
- Two Year PL 51/Executive Order 117 Vendor Certification Form
<http://www.umdny.edu/purchweb/vendors/index.htm>
- The business registration form (Form NJ-REG) can be found onVBC at:
<http://www.state.nj.us/treasury/purchase/busreg.htm>

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
_____	_____	_____	_____	_____

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
_____	_____	_____	_____	_____

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 of 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 _____

FEIN # _____

Request for Proposal: Medical Transcription Services (RFP #P10-025(s))

NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c.134, a responsible bidder selected, after public bidding, by the Vice President of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Vice President of the Division of Building and Construction, pursuant to N.J.S.A. 52-32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Vice Presidents may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Vice Presidents find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12-2, that the entity for which I am authorized to bid:

_____ has not ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories or similar facilities, either directly or indirectly through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that 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.

Signature of Bidder

Dated: _____

Print or Type Name

Title

PBMACB 12/95

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

The following provisions (Amendment) are added and incorporated into the attached Request for Proposal #P10-025 (s) for Medical Transcription Services (“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 interim director for medical transcription services 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: Denise Mulkern
Senior Vice President for Finance

Title: _____

Date: _____

Date: _____

Revised 2/21/07

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

ATTACHMENTS

- EXHIBIT A – Standard HL& Outgoing Registration and ADT Interface Technical Specification
- EXHIBIT B - Standard HL7 Incoming Transcription Interface Technical Specification
- EXHIBIT C - Standard Terms & Conditions