



Purchasing Services

REQUEST FOR PROPOSAL (RFP)

TITLE: Revenue Cycle Information System for UBHC

RFP NUMBER: P10-002

DATE ISSUED: September 22, 2009

DUE DATE: October 29, 2009

TIME: 2:00 PM

**LOCATION: UNIVERSITY OF MEDICINE AND DENTISTRY
OF NEW JERSEY –**

**DEPARTMENT OF PURCHASING SERVICES
LIBERTY PLAZA
335 George Street, 2nd Floor
New Brunswick, New Jersey 08903**

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

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

**BIDDER'S NAME
AND ADDRESS**

**SIGNATURE AND TITLE OF
AUTHORIZED INDIVIDUAL**

Name (signature)

Name (print)

Title

1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent of the Procurement

1.1.1 Purpose

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

The purpose of this RFP is to solicit proposals to provide University Behavioral HealthCare with a comprehensive Revenue Cycle Information System. It must be able to seamlessly interface with the Department of Veterans Affairs VistA (Veterans Health Information Systems and Technology Architecture) EHR.

1.1.2 Intent

It is the University's intent to award this contract to one firm, which shall be responsible for the establishment and maintenance of the entire System.

This contract will be awarded to the responsible bidder whose bid, conforming to this invitation for bids, is most advantageous to the UMDNJ, price and other factors considered.

1.2 Background

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

UBHC has a 48 bed inpatient facility, with 10 offsite outpatient locations, staffed by 50 full-time attending psychiatrists who are also faculty members of either Robert Wood Johnson Medical School or The New Jersey Medical School. The psychiatrists are supported by a multi disciplinary team of professionals and paraprofessionals. University Behavioral HealthCare has 1,300 admissions, 155,000 outpatient visits (including Partial Hospitalization and Emergency Department visits) and 50,000 community based services, annually. Last year, UBHC cared for over 15,000 individuals who benefited from these services. UBHC operates a call center (Access Center) that is the initial point of access for outpatient services and schedules 60,324 calls per year resulting in 12,422 scheduled appointments.

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

1.3 Key Events

1.3.1 Questions and Inquiries

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

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

UMDNJ, DEPARTMENT OF PURCHASING SERVICES
335 GEORGE STREET, 2ND FLOOR
NEW BRUNSWICK, NEW JERSEY 08903

ATTN:Edwing Canaca

Buyer's Phone Number: 732-235-9040

Buyer's Fax Number: 732-235-9766

Buyer's E-mail: canacaes@umdnj.edu

Or

ATTN: Joanne Digugliemo

Buyer's Phone Number: 732-235-9774

Buyer's Fax Number: 732-235-9766

Buyer's E-mail: diguglgi@umdnj.edu

1.3.1.1 Cut-Off date for Questions and Inquiries

Since no mandatory Pre-Bid Conference has been scheduled for this procurement, the cut-off date for questions and inquiries relating to this RFP is Friday October 9th, 2009 by 5:00 PM EST.

1.3.1.2 Question Protocol

Questions should be submitted in writing to the attention of the assigned UMDNJ, Purchasing Services buyer following the prescribed format attached to this RFP in section 9.2 P10-002 revenue Cycle Information System for UBHC Question Protocol. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

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

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

1.3.2 Non-Mandatory Pre-Bid Conference

A non-mandatory Pre-bid Conference has been scheduled for this procurement. All bidders interested in submitting proposals are strongly encouraged to attend the non-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: October 8, 2009

TIME: 10:30 AM

LOCATION:

UMDNJ UNIVERSITY BEHAVIORAL HEALTHCARE AT PISCATAWAY

671 HOES LANE, ROOM D-203

PISCATAWAY, NEW JERSEY 08855

In case the bidder is not able to attend the conference personally, a conference call set up will be arranged. Upon request, the conference call number can be provided by the buyer mentioned above. A request for a conference call arrangement must be submitted to the UMDNJ contact under RFP Section 1.3.1 seven (7) calendar days before the date of the bid conference.

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

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

1.4 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:

The cut-off date for questions and inquiries concerning the RFP is stated in Section 1.3.1.1. If any addendum is issued for this procurement, it will be distributed to all bidders who were sent the RFP.

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 Bid Bond

Not required for this procurement

1.4.10 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.

1.4.11 Business Registration Notice

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

1.4.11.1 Definitions

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

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

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

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

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

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

1.4.11.2 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.

1.4.12 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:

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

“Addendum” – Written clarification or revision to this RFP issued by the UMDNJ, Purchasing Services.

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

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

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

“Contract” – This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP and the UMDNJ’s Notice of Acceptance.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Software” – Refers to all of the following:

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

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

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

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

“System” - The Revenue Cycle Information System required by this RFP.

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

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

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

3.0 SCOPE OF WORK

University of Medicine and Dentistry of New Jersey – University Behavioral Healthcare seeks a comprehensive revenue cycle system replacement for its current system (Netsmart Human Services Information System). The functionality of this revenue cycle system must be fully interfaced with the selected provider of Department of Veterans Affairs VistA/CPRS (Veterans Health Information Systems and Technology Architecture / Computerized Patient Record System), which is the system UBHC is moving towards as its EHR (Electronic Health Record). The vendor application must have the ability to manage the revenue cycle process to ensure capture of relevant preadmission information, registration/admitting information, enterprise scheduling and charge capture, billing and receivables management, tracking and monitoring, with appropriate security, system controls, and reporting functionality.

The Contractor must provide qualified and experienced installation staff who will work with UBHC Information Services, Fiscal, Clinical Records and Administrative staff to develop project work plans and to execute those plans within anticipated timeframes. The Contractor's staff must not only be technical, but must also be capable of leading the process to operationalize the System. To that end, staff must include experienced personnel. An understanding of behavioral health would be preferable. This support must be offered in an ongoing support mode to augment the services of a dedicated Account Executive to be assigned to UBHC. UBHC shall have the right to interview all vendor staff members prior to beginning work on the project.

Once the System is implemented and approved, UBHC may grant access to designated affiliates to permit full use of the revenue cycle software running on UBHC equipment. UBHC requires that the Contractor impose no restrictions on the number or type of entities which can participate in using any or all components of the software. The vendor must provide detailed licensing and price proposals for such uses, including any additional annual support charges for (a) enterprise level use of the System within UBHC, including its satellite facilities and (b) enterprise level use of the System within UBHC, including its satellite facilities and external users which are in an affiliate relationship with UBHC. Please refer to the price sheet in Section 8.0.

The following areas address specific requirements regarding the System to be supplied by the Contractor in order to meet the requirements of this Scope of Work.

3.1 Revenue Cycle System Definition

Important note : In its bid proposal, the bidder must respond to each requirement with sufficient detail to demonstrate its ability or capability to satisfy the requirements of each sub-section. For some sub-sections, UBHC is requesting the bidder to address the issue(s) raised within the sub-section.

3.1.1 General System Functionality

This section identifies System functionality that is relevant throughout the System and must/should be available within all modules or as specifically identified by each item. The system must include a significant level of automation through modern technology to aid and support the management of the system. In addition to current system processes, the vendor should also identify proposed functionality that is not yet available or in use, but could be available in the near future.

- 3.1.1.1 The System should support the ability to add user specific data fields throughout the software. The bidder should provide in its bid proposal detail on this software's ability to support this requirement. (Requested)
- 3.1.1.2 Software must collect photo input, scanned documents, and bar code technology with availability in Vista such as insurance cards, driver's license, and photo for identification purposes. In the bid proposal, describe how this data would be available for view/integration with Vista and other ancillary systems/modules. Provide specifics of document management functionality, including hardware used to support this functionality. (Requirement)
- 3.1.1.3 The System must provide for the collection of client signatures electronically. The signatures will be used for capture on documentation such as, but not limited to, client consent, insurance releases and attendance sheets. (Requirement)
- 3.1.1.4 UBHC requires that there be referential data integrity within the dataset. Describe how data can be collected in one place and referred to from Revenue Cycle software, Vista and other ancillary systems. (Requirement)
- 3.1.1.5 Detail what tools are available to systematically update tables containing standardized data such as, but not limited to, DSMIV, CPT, ICD9.(Requirement)
- 3.1.1.6 Detail the software's ability to merge client data (e.g. in the case of duplicate case numbers). Detail how this corrective process coordinates with clinical data housed in Vista EHR and other ancillary systems. (Requirement)
- 3.1.1.7 The vendor must supply complete initial documentation of the System including all System functionality. Additional documentation must be provided for all changes subsequent to the initial documentation. (Requirement)
- 3.1.1.8 System must provide an audit trail for UBHC to track user, date and time stamp for any new entries, modifications and deletions. System must also provide an audit trail for UBHC to track the movements of staff. Detail how internal audit trails are kept and the tools available to identify and track changes. (Requirement)

- 3.1.1.9 The System must provide UBHC with the ability to identify required fields besides those that are System defined with alerts if fields are not completed. Describe the process for setting and identifying required fields. Also identify the availability of on-line help text and the process for defining the text. (Requirement)
- 3.1.1.10 The System must maintain and provide access to historical data such as, but not limited to, patient appointment history, registration updates, dictionary changes, and service modifications. Explain the System's capability for maintaining and retrieving historical data. This should include an audit trail with the ability to collect and filter data by user defined criteria. (Requirement)
- 3.1.1.11 The contractor's System must incorporate programming changes required by changes in State or Federal regulation. These changes must be responded to in correlation with regulation effective dates and at no extra cost to UBHC. Provide details regarding how these modifications have been addressed with other users. (Requirement)
- 3.1.1.12 The System should be able to generate automated correspondence, such as pre-written letters and faxes. Describe the ability for the System to do this. Also, explain how the System safe guards against generation of correspondence when HIPAA restrictions exist for the client.(Requested)

3.1.2 Interface with Ancillary Systems

This section addresses elements that involve linking information in the Revenue Cycle software with documentation gathered in the clinical documentation application as well as other ancillary systems.

- 3.1.2.1 This System must provide a seamless interface with VistA EHR and its ancillary systems. Detail the capacity of the System to interface with other applications including, but not limited to: EMR's, Pharmacy, Laboratory, Documentation Management, Mobile Entry, Chart Tracking, Order Entry, E-Prescribing, Medication Reconciliation, Call Center and Housing software. (Requirement)
- 3.1.2.2 The System must be able to create and maintain a unique identifier for each client within the System and this unique identifier must be available to be integrated with all other ancillary systems. This identifier should be consistent for pre-admitted and admitted clients. The System must provide a client database which resides within the Revenue Cycle software and is fully interfaced with VistA EHR and other ancillary systems. This data must be kept historically. (Requirement)
- 3.1.2.3 Detail the Systems process/capacity for extracting data. Also describe the system's ability to link directly with VistA data and other ancillary systems/modules (e.g. Data Warehouse, Daily extract, Support for Research Initiatives). (Requirement)

3.1.2.4 Describe how clinical documentation contained within Vista EHR and other ancillary software/modules is linked with client program movements and client demographics within Revenue Cycle software. (Requirement)

3.1.2.5 Diagnosis and service code information must be housed and maintained within the Revenue Cycle System and be available for input/integration with UBHC's VistA EHR and ancillary systems. Describe the process of integrating diagnostic and service code information between the revenue cycle software and VistA and other ancillary systems. (Requirement)

3.1.3 Security Issues

This section addresses issues regarding the security of the Revenue Cycle software related to System access and availability of the data.

3.1.3.1 System should Interface with VistA EHR and other ancillary systems through single login and security setup. Explain how this can be accomplished.(Requested)

3.1.3.2 System must provide login user / Electronic Signatures for all data entry and System security functions, including user account creations and terminations. (Requirement)

3.1.3.3 System must be HL7 compliant. UBHC currently uses version 2.3.1. (Requirement)

3.1.3.4 In addition to HIPAA compliance, the System must identify and protect health information and fiscal data for all UBHC clients who are designated as confidential and/or restricted clients. Detail the Systems process for satisfying this requirement. (Requirement)

3.1.3.5 Detail the security setup for permissions for user accounts. Identify how access to options and client data are defined. Example – UBHC's current system uses Roles which have permissions assigned and then users are assigned to Roles. Describe how information regarding user role creation and maintenance is kept historically or within an audit trail. (Requirement)

3.1.3.6 Describe password security for user accounts. Include password requirements, complexity, and user defined control of password settings. (Requirement)

3.1.4 System Controls

UBHC follows strict guidelines in the management of its control processes to ensure compliance with internal and external requirements. This section is focused on the underlying definition of the System and the controls used to ensure that processes are completed appropriately, accurately, and within compliance. The System definition relates to the creation and management of service codes, payment/adjustment codes, programs, payers, staff members and fee schedules. The control processes relate to management of these and other systematic elements to ensure that service generation and billing production follows all UBHC and external requirements.

3.1.4.1 UBHC runs many independent processes to verify that information is being entered and managed accurately. The System must support the guidelines and regulations with which UBHC must comply. The System must have a clear system of checks and balances. Substantial controls should be built into the System. Describe the Systematic control processes and corresponding reports included in the System. (Requirement)

A) Also indicate the availability for UBHC to develop its own controls within the System. These controls should be defined for processes including, but not limited to, scheduling, charge capture, payment/adjustment posting, and bill generation. Describe how the system incorporates worklists and rules to manage workflows. (Requested)

3.1.4.2 The System must allow UBHC to manage the elements of the charge master. Describe the processes involved in creating and managing service codes, charges, payers and payer rates. Identify functionality available to automatically update the charge master for percentage increases, state/federal payer modifications, and usage of the standard CPT4 dictionary. (Requirement)

3.1.4.3 UBHC should have the ability to define the parameters for assigning contractual allowance. Describe how the System handles contractual allowances for payer rates that are less than the full charge. Detail the process used to identify and write off services as a contractual allowance at month end. Describe how the System identifies the contractual allowance in circumstances where a per diem rate is being charged. The response should particularly address services provided during an Inpatient or Partial Hospital stay or within the Inpatient 24 hour window.(Requested)

3.1.4.4 UBHC identifies and bills for the professional charge of a service separately from the facility charge. The System must provide for this functionality. Identify how the System handles professional charges. (Requirement)

- 3.1.4.5 UBHC utilizes DSM IV coding for reporting to the State of NJ. The diagnosis entry will be DSM-IV and must be converted to the suitable ICD-9 diagnosis for billing purposes. The System must have diagnosis edit and update capability, as well as a process to transition to ICD-10 coding as mandated by federal and state regulations. The data for ICD9, DSM-IV, and CPT-4 should be maintained in a single location accessible to both financial and VistA systems. The dictionaries should be easily or automatically updated based on availability of new regulatory/published information. Describe and identify how the System handles the update processes and how the transition to ICD10 and similar upgrades will be completed. (Requirement)
- 3.1.4.6 The System must allow UBHC to manage the definition of the insurance combinations for each client. This should include corresponding effective and end dates for each insurance. Identify all electronic verification processes available. (Requirement)
- 3.1.4.7 The System must provide for the identification and assignment of co-pays for each client. Describe how the System handles the identification and assignment of co-pays for each client. (Requirement)
- 3.1.4.8 The System must be able to identify the payer that is responsible for a charge based on the charge master definition and client eligibility. Describe how the System determines the amount for which each payer is responsible. (Requirement)
- 3.1.4.9 UBHC follows the guidelines of the Inpatient Psychiatric Prospective Payment policy for Medicare. The System must adhere to the same guidelines. Describe how the System can calculate the rate for an inpatient service based on the corresponding age, length of stay, DRG and Co-Morbidity factors for each inpatient discharge. (Requirement)
- 3.1.4.10 The System must be able to accept electronic and manual payments and adjustments. Describe the process for creating and managing payment and adjustment codes and completing each of these types of entry. Also describe the electronic posting process, including recoupments, denials, exceptions and the payment reconciliation process (835 transactions). Include a description of the process, if available, for the use of spreadsheets or text files to post allowances, payments, refunds, adjustments and services. This process should include the ability to reconcile the information on the file to the postings. (Requirement)
- 3.1.4.11 UBHC uses programs to identify the location where services are being provided. This location definition includes information used in billing and reporting, such as Medicare and Medicaid provider numbers, EIN and NPI. The system must incorporate similar program controls. Describe how programs are defined in the System. (Requirement)

- 3.1.4.12 UBHC tracks the programs to which clients and service providers are assigned for defined time periods. The program movement tracking is used to control various processes within the System including clinical documentation, scheduling and charge capture. The System must also provide for program movement tracking as set forth in this section. Identify the processes within the System to handle program movement for clients and service providers. (Requirement)
- 3.1.4.13 Programs are often limited to providing only a specific group of available service codes. Identify how the services available to each program can be identified and controlled by UBHC within the System. (Requirement)
- 3.1.4.14 UBHC maintains information for each service provider related to licensing, privileging, credentialing, specialties, languages, PIN numbers, and NPI. The System must also maintain such information. Describe the processes used for adding/updating provider profiles within the Revenue Cycle Software. Describe how the System manages this information and its role in billing processes. (Requirement)
- 3.1.4.15 The service provider definition includes the professional discipline of the provider, such as psychiatrist, licensed psychologist, licensed social worker, master's psychologist, etc. This provider discipline is used within the charge master to identify services that can be provided for each payer. The rate assigned to the service is determined based on the service provider's discipline for some payers. The System must provide for and incorporate this requirement. Describe how the System would handle this requirement. (Requirement)
- 3.1.4.16 UBHC assigns the clients to the service providers responsible for their care. Clients can be assigned to multiple providers with an indication of the provider's assignment type, such as psychiatrist, primary therapist, case manager, etc. This information is used to control scheduling and charge capture as well as for billing purposes. The System must provide for this scheduling requirement. Describe how the System handles assigning clients to service providers. (Requirement)
- 3.1.4.17 The System must provide Provider profile data that must contain hire and termination date functionality. Identify how provider profile information is linked and/or used in billing, scheduling and service entry processes. (Requirement)
- 3.1.4.18 The System must link with user accounts and electronic signature data. Identify how provider profile information is linked with user account creation and electronic signature data. (Requirement)
- 3.1.4.19 The System must be able to manage authorizations. Describe how authorizations are managed on a client, service, program and payer basis. Identify how the System identifies authorized services and its effect on billing processes. How does the System prevent claiming of services that require authorization, but no authorization is noted within the System? (Requirement)

- 3.1.4.20 UBHC provides charity care for uninsured clients that qualify. The System must identify client responsibility based on Federal Poverty Level and State of NJ charity care guidelines. Describe the process for identifying client responsibility based on Federal Poverty Level and State of NJ charity care guidelines. (Requirement)
- 3.1.4.21 UBHC completes a variety of systematic and manual auditing processes to determine if a service is acceptable to bill. The System must verify billing requirements and prevent charges that do not meet edit requirements for claiming. These requirements include, but are not limited to: diagnosis, MD assignment, insurance release, and Medicare Secondary Payer form. Describe how the System completes verification of billing requirements and prevents charges that do not meet edit requirements from claiming. (Requirement)
- 3.1.4.22 The System must interface with VistA EHR and connect services to clinical documentation to meet requirements for bill release. Clinical requirements include, but are not limited to: progress note, treatment plan and core assessment Define the software's ability to interface with VistA and connect services to clinical documentation in order to meet requirements for bill release. Lastly, indicate how individual service activity could be manually held from billing for other auditing purposes. (Requirement)
- 3.1.4.23 The System must provide a process for completing small balance write offs. Describe the System's process for completing small balance write offs. Identify the criteria that can be used to identify how the write offs can be completed, such as time frame, amounts, and payers. (Requirement)
- 3.1.4.24 The System must manage effective dates for changes related to dictionaries. Describe how the System handles effective dates for changes related to dictionaries. The information for any data element affecting the System processing should be able to be modified for a defined time period. The System should complete any processes based on the identified time period for a given definition. (Requirement)

3.1.5 Reporting Requirements

The section addresses the reporting requirements that should be available in the Revenue Cycle software. UBHC uses a variety of reporting functionality to generate reports for verification of data, management of service activity, and control of the System.

- 3.1.5.1 Identify the nature and format of the standard reports contained within the software. Provide a list of the areas of the System in which standard reports are included. Specifically describe all the reporting processes used for verification.
- 3.1.5.2 Identify the external reporting applications that can be used by UBHC to create reports with access to the System information. Describe how the data is accessed and how the reports can be made available to users within the software. Provide a listing of any information that is restricted from access.

- 3.1.5.3 UBHC currently uses a data warehouse that is updated on a nightly basis for much of the large scale reporting. Describe System processes that can be used to export information to a data warehouse.
- 3.1.5.4 Describe the ability of the System to generate graphical reports.
- 3.1.5.5 The reports must follow all regulatory, federal and state formats required by UBHC. This requirement includes federal, state, Medicare, Medicaid and HIPAA guidelines.
- 3.1.5.6 Identify functionality within the system that can be used to measure productivity and effectiveness of the system and staff workflows. Describe what performance metrics the system can provide to help improve system processes.

3.1.6 Access Center

The Access Center is a multifaceted call center that services UBHC as well as a number of external (non-UBHC) facilities and programs. For UBHC, the Access Center serves as a single point of entry, scheduling initial appointments and providing referrals for all callers looking to begin or re-establish services at UBHC. In addition, the Access Center facilitates transfers for all clients who are moving from one level of care or program to another.

- 3.1.6.1 The Access Center performs a variety of tasks including the processing of initial service requests, providing telephone counseling and referrals, and rendering answering services. The data captured is often customized to meet the needs and requirements of each program serviced. The data collected is used to track the outcome of all calls received and to provide detailed customized reports to internal and external facility customers. Describe how your software could address this process. (Request)
- 3.1.6.2 The System must be able to create one unique identifier for each client at the time of the initial request for service (pre-admission status). This identifier must be maintained throughout the course of treatment (admission and termination status) and be linked to all other tables throughout the System. Identify what controls are in place to ensure that the appropriate client is selected and duplicate client identifiers are not created. The selection control fields should include, but not be limited to, name, date of birth, social security number and gender. (Requirement)

- 3.1.6.3 Since not all service requests result in admission, the System must collect and process pre-admission data collected on clients who do not get admitted. Explain how the System handles this process. Further, describe how the System distinguishes between admitted and pre-admitted clients and how the System prevents pre-admitted clients from being handled as admitted clients and vice versa. For example, if a client, who is already admitted to UBHC, calls the AC to request an appointment, how would the System notify/alert the Access Center users of the client's status? (Requirement)
- 3.1.6.4 The System must collect and provide for editing of demographic, health plan and clinical information during the pre-admission process. Further, the System must provide for pre-admitted clients to be scheduled into the enterprise scheduler in preparation for admission. Describe how the System would collect this information, provide scheduling functionality, and how pre-admission data is integrated with Vista EHR and ancillary software. (Requirement)
- 3.1.6.5 The System should allow the user to create data fields/tables and to use them to create custom forms within the software.(Requested)
- 3.1.6.6 The System must limit access by facility to data collected on callers who receive services in more than one facility serviced by the Access Center, such as a client who receives services at UBHC initially and later at one of the external facilities. Describe how the System would manage this process. (Requirement)

3.1.7 Registration/Admitting

The admitting and registration departments are responsible for registering every patient that receives inpatient, outpatient and community based treatment at UBHC. This staff ensures that the patient is registered to the appropriate payer and that all required forms are completed and tracked accurately. All the below sub- sections are requirements.

- 3.1.7.1 Describe the System's ability to correct/edit any demographic/insurance information. Describe how this is handled for new registrations.
- 3.1.7.2 Explain how the System handles the registration for a pre-admitted/new client versus a re-admitted client and the client termination process.
- 3.1.7.3 Describe how the System handles the processing and tracking of registration documentation, such as consent forms and insurance release forms, and the ability to complete these documents online with client signature (ex: scanning, electronic storage).
- 3.1.7.4 Describe the System's on-line Medicare Secondary Payer (MSP) form process and the ability to print the form after completion as well as maintain historical data.
- 3.1.7.5 Describe how the System handles client alerts for various user defined scenarios, including HIPAA restrictions.

- 3.1.7.6 Describe the System's client balance look-up process. For example, when a client arrives for an appointment, the front desk staff needs to have the ability to determine what type of balance (co-pay, coinsurance, full charge) that the client has for each date of service.
- 3.1.7.7 Describe the System's capability for real time online verification of all payers with HIPAA transaction set 270/271.
- 3.1.7.8 Explain the System's process for identifying and entering multiple insurances for one client.
- 3.1.7.9 Describe the System's process for entering in insurance benefit data, such as co-pay, coinsurance, number of sessions per calendar year and claims address.

3.1.8 Enterprise Scheduling & Client Check-In

The System must link and provide access to patient appointment scheduling from preadmission through registration, initial visit, future scheduling and charge entry functions including the automatic release of future appointments when client is no longer active.

- 3.1.8.1 Describe the process for tracking patients through preadmission, registration, scheduling, check-in, and charge entry. (Requirement)
- 3.1.8.2 UBHC provides Outpatient therapy services that are pre-scheduled. The System must provide flexibility in setting up provider schedules and in client scheduling. Describe how the System provides multiple scheduling options, including patient schedules, staff schedules, group schedules for Partial Hospital programs and resource (room) schedules. (Requirement)
- 3.1.8.3 The System should provide the ability to define appointment time slots of varying length by individual programs. (Requested)
- 3.1.8.4 The System should support appointment scheduling viewing options, such as calendar-style, day at a glance graphical or appointment book style displays as user options by provider, program or resource. Identify what viewing options are available and how these options can be customized by the user. (Requested)
- 3.1.8.5 The System should provide the ability to schedule multiple appointments for a patient from a single screen. (Requested)
- 3.1.8.6 Describe how the System identifies scheduling conflicts such as provider not eligible to provide services under client's insurance, provider license not appropriate for scheduled service or client duplicate appointments and the availability of UBHC defined edits. (Requirement)

- 3.1.8.7 The System must provide the ability to define alerts and designate the recipients (registration, front desk or clinical records) of the alerts, such as missing documentation, when scheduling or moving appointments. Describe the System process that supports alerts and the corresponding controls. Describe the process to create rules/alerts and the technical knowledge level needed to create user defined alerts in the system. (Requirement)
- 3.1.8.8 The System must provide the option to overbook schedules, schedule multiple client evaluations and/or override scheduling conflicts with appropriate authorization and security rights. Describe how the System would handle these processes. (Requirement)
- 3.1.8.9 The System should provide the ability to move individual scheduled appointments, multiple appointments or group appointments without re-entry of data. Describe how the System manages the movement of appointments. (Requested)
- 3.1.8.10 The System must provide the ability to cancel patient appointments while retaining data on the cancellation. Describe how the System captures cancellations and “no-shows” saving the original entries while allowing the scheduled time to be reassigned. (Requirement)
- 3.1.8.11 The System should provide multiple user defined appointment search functions, such as by payer or client requirement and provider privileging. Identify what search functions are available and how they can be customized by UBHC. (Requested)
- 3.1.8.12 UBHC has appointment times that are reserved (blocked) for usage by staff within a program or by the Access Center for initial client evaluations. Describe the process that will allow the manual or automatic release, within user-defined time frames, of these appointment times so they can be utilized as needed. (Requirement)
- 3.1.8.13 Clients often request a particular appointment time within a program or by clinician or indicate “the first available”. The System should provide the capacity to wait list and provide notification if time becomes available. Describe how the System processes wait lists (for example by program, or by client, or by staff). Describe any additional functions the System provides to help optimize utilization of services, such as automatic release of blocked appointments within user defined time frame. (Requested)
- 3.1.8.14 The System should provide the ability to limit scheduling beyond a user defined time period (example 3 months, 6 months). Describe how the System handles this process for individual programs (locations). (Requested)
- 3.1.8.15 Describe the ability to define days when schedules and scheduling are restricted (blocked) globally such as Holidays and vacations. Identify how individual programs or staff can be excluded. (Requirement)

- 3.1.8.16 Describe how the System handles the client check-in process and the notification of arrival to the service provider. Describe the System options for automated check-in/registration such as Kiosk or electronic clip board. Describe how these options are processed and what partnerships are used to support these options. Describe how co-payments and outstanding balances are identified for collection at the time of check-in. (Requirement)
- 3.1.8.17 The System must provide a process of verification and reconciliation of all appointments. (Requirement)

3.1.9 Service Entry and Charge Capture

UBHC provides inpatient, outpatient, residential, case management and community-based services. UBHC also provides pharmaceutical and laboratory services to its Inpatient and Partial Hospital clients. UBHC needs application functionality to capture all services on and off site, for all programs through scheduled appointments, service entry or remote access technology and the flexibility to capture client information as required for regulatory reporting.

- 3.1.9.1 Identify the methods used for capturing and posting charges based on appointment scheduling. (Requirement)
- 3.1.9.2 Describe how the System could capture and post charges based on clinical documentation linked with the VistA software, such as through the completion of progress notes. (Requirement)
- 3.1.9.3 UBHC provides off-site and auxiliary services to clients that are not pre-scheduled. The System must provide the ability to capture non-scheduled services through service entry or remote access technology. Describe the service entry function in the System. Describe the System's ability to handle uploads of data and the format of the data types it can accept (for example HL7, scanning, upload of spreadsheets). (Requirement)
- 3.1.9.4 UBHC provides client information (for example previous hospitalization, level of participation and functioning, and linkages to additional community services) as well as UBHC service information to various State and Federal agencies. The System should provide the ability to capture client information required for State Reporting, such as QCMR (Quarterly Contract Monitoring Report) and USTF (Unified Service Transaction Form), and Federal Reporting. Describe how this information can be captured in the System. (Request)
- 3.1.9.5 UBHC provides services through Inpatient Hospitalization and Partial Hospital Day programs. The attendance hours within the Partial Hospital Day programs vary by day by client. The System must provide the ability to enter these services through attendance lists of clients currently active within program including verification and posting processes. (Requirement)

- a. Describe how the System would check to ensure an Inpatient client is registered and admitted to a program prior to allowing a Bed Assignment and service entry.
- b. Describe the Systems ability to capture the attendance time of Partial Hospital clients each day.
- c. Describe how the System would check to ensure a Partial Hospital Day Program client is registered, admitted to program and has an MD assignment prior to service entry.
- d. Identify how the System would prevent entry if there is missing information. What notification would be provided?

3.1.10 Billing Requirements

UBHC provides inpatient, outpatient, residential, case management and community based services. Billing includes the ability to produce claims for multiple sites, with different tax identification numbers and payer provider numbers, based on service site and type of service.

- 3.1.10.1 Describe the ability of the System to generate bills and the methodology for identifying the layout of the bills. Explain the process for UBHC to make modifications to the format of the bills and the definition of the fields from which the information is pulled.
- 3.1.10.2 The System must be able to create claims in the current (4010) and future (5010) HIPAA compliant formats, both institutional and professional (837I and 837P). The System should utilize current payer rules and claims scrubbing edits that allow users to correct errors prior to submission. The system should provide reporting on claims edit errors. The system must support both direct payer submission and clearinghouse means of claims submission.
- 3.1.10.3 The System must have the capability to create bills for primary, secondary, or tertiary payers. Where possible, the capability should exist to submit claims to secondary and/or tertiary payers electronically with attachments. If the payer does not accept electronic submission, the ability to create paper claims must be available.
- 3.1.10.4 The System must have the capability to create patient friendly self pay billing statements.
- 3.1.10.5 The System should provide the ability to un-bundle or roll-up services as appropriate for billing requirements. Describe the System capability to roll-up individual services and/or attendance into one billing charge as defined for each payer and program combination.

3.1.10.6 The System should have pre-billing payer specific edits that can be reviewed and corrected. Describe the pre-billing features available. Identify any associations the vendor has with industry vendors for payer edits.

3.1.10.7 Each county is the payer of last resort for Inpatient admissions. The System must have the ability to create invoices for submission to the county.

3.1.11 Receivables Management Requirements

Receivables management encompasses the receipt and application of payments, follow-up and collection on receivables, and monthly closing and reconciliation of all service, payment and adjustment activity within the System.

3.1.11.1 The System must provide aged accounts receivable reporting that can be run at summary or detail level. This reporting should have the flexibility to be run based on service dates or billing dates, for all payers or selected payers, and/or all programs or selected programs. The user should have the ability to define aging categories, or to utilize the standard 30 day aging categories. Describe additional features available in accounts receivable reporting.

3.1.11.2 The System must have the ability to reconcile the System on a daily and monthly basis. Describe the reconciliation process. This reconciliation process should incorporate the use of the aged account receivable report, as well as reports identifying daily charges, payment/adjustments, and System balance.

3.1.11.3 Describe the monthly closing process.

3.1.11.4 The System should provide a contract management module that matches expected payment to payments received, and identifies payments that do not match the expected liability. Describe the System's functionality to address this.

3.1.11.5 Describe processes included in the system that are designed to aid in the management of claims processing and improve processing of the claims. This would include identifying and adjusting claims that are rejected, denied or paid incorrectly.

3.1.11.6 The System should include modules for accounts receivable management such as payer follow up, collector work lists and denial management. Describe the tools available within the System.

3.1.11.7 The System must provide a client service management tool, identifying charges, payments, adjustments and claim information for each service. The user should have the ability to review the detail by service, payer, and open service for a specified time frame and/or at summary level. Describe how this information is provided by the System.

- 3.1.11.8 Describe the process to identify and write off services as a contractual allowance at month end. UBHC should have the ability to define the parameters for assigning contractual allowance.
- 3.1.11.9 Describe the process for service correction and/or deletion, and the reporting associated with that function.
- 3.1.11.10 Describe how the System can create general ledger entries based on service, payment and adjustment designations as defined by UBHC.
- 3.1.11.11 Describe the System capabilities to systematically calculate the reserve requirements based on accounts receivable.
- 3.1.11.12 Describe the System capacity to provide key performance metrics for staff productivity and revenue cycle information, based on industry standards. Provide a listing of the reports available.

3.2 Technical Requirements

None of the categories or sub-categories in this section is intended to be:

- Representative of the exact configurations at UBHC
- Examples and suggestions as to how the respondent should answer the RFP

However, all items are not to be considered all encompassing.

Each of the items listed below should be responded to in a manner that addresses the following questions:

- Does the System support these functions, configurations, methodologies?
 - What is your preferred choice(s) in each category?
 - What is the appropriate System standpoint, (server and client) for all items?
 - What are the benefits of your proposed solution over other competing technologies and/or solutions?
- 3.2.1 Set forth and describe the Operating Systems that are supported for the running of this product such as (Native and Virtual systems). Also describe any specific hardware required by this application.
- 3.2.2 Set forth and describe the DBMS (Database Management System) and related products that support this application. Describe the all the various components of the DBMS that are supported such as (Data Security, Data Integrity, Interactive Query, Data Independence, Role Base Authentication, Import/Export Capabilities, Drivers, Flexfields, Data Masking).
- 3.2.3 Set forth and describe Storage requirements and technology that is compatible with this application (SAN, NAS, RAID).

- 3.2.4 Set forth and describe specific network requirements related to protocols, speed, local and remote as well as network security requirements.
- 3.2.5 Set forth and describe the options available for accepting input from Wireless devices such as PDA, Tablet, Bar Coding, RFID, light pen, and touch screen.
- 3.2.6 Set forth and describe how the application supports a Data Dictionary and specify whether it is pre-built and populated or is a shell provided?
- 3.2.7 What coding techniques are in use by your System (SOA, modular, open source)? What language is this application coded in?
- 3.2.8 What Security features and methodology are supported (Single Signon, Strong Password, Data Encryption, HIPAA, Electronic Signature and Biometrics)?
- 3.2.9 What Interface protocols are available between your System and other pieces of software (HL7, Dictation, Voice Activation, Laboratory, Pharmacy, Document Management, E-prescribing and other “e” interfaces)?
- 3.2.10 Set forth and describe the Maintenance approach used for this software (Bug fix, Patch management, Application update cycle, Regulatory Update Cycle, Modification enhancements).
- 3.2.11 What Support mechanisms are provided and included with your software (Response time, 7x24, Emergency/off hours contact)?
- 3.2.12 Set forth and describe the Documentation that is provided/available for/with your application (Application modules, Bug/fix patches, System administrator, end-user, Database, Interface).
- 3.2.13 What Reporting mechanisms are provided and included with this application (Standardized, pre-built, Batch reporting, Ad Hoc query, import to dashboard)?
- 3.2.14 What mechanisms for Remote Control of the System are available (VPN, PCanywhere, Citrix, Terminal Services, Landesk)?
- 3.2.15 If available, provide Benchmarking information and statistics related to Performance Management of the System, storage, network and client side?
- 3.2.16 Set forth and explain how this application is Licensed (Enterprise wide, Single Site, Multiple Sites, Single User, Multiple User, Per Bed).

- 3.2.17 The Contractor must provide detailed information regarding the conversion of data from the current Netsmart HSIS system to its application. Are there data extract utilities and programs available? The information should include the mechanism of converting receivable account details and balances currently in HSIS. The current database is a MUMPS database housed in Cache 5.0.10. Detailed information on this database will be provided at the time of contract award.
- 3.2.18 The System must have a separate development, test, and production environments. Describe each environment with specificity.

3.3 Hardware

- 3.3.1 The Vendor will make recommendations as to the required hardware necessary to operate the software. UBHC will purchase the hardware separately using existing contracts available through the University purchasing mechanism. Any demo software should be run on stand alone equipment (See Section 7.1.1 to provide details and information on hardware).

3.4 Software

- 3.4.1 Software must perform with sub-second response time back to the screen once the customer has depressed the “enter” key to complete a transaction. Response Time as used here is intended to mean refresh of the entire user screen as the data is transmitted from the server to the client. Response time guarantee must be tied to customer volumes, required environments, and must account for volume growth.
- 3.4.1.1.1 Any deviation from the stated performance where volumes and System environments remain constant per the contract shall result in a required Contractor remedy. That remedy is to include Contractor’s contractual obligation to pay at least 50% of any required remedy, i.e., additional hardware or memory must be purchased to maintain, restore or reinstate the System to performance requirements. The decision as to the recourse of the specified hardware upgrade will be a joint determination based on performance metrics i.e. response time and System monitoring performance.
- 3.4.1.1.2 Because UBHC is responsible for the hardware, network and all of the infrastructure components, UBHC will hold the Contractor harmless from remedies necessitated by UBHC’s failure to provide sufficient hardware support for the System.

- 3.4.1.1.3 UBHC seeks valid benchmarks and response times given different numbers of users, sizes of databases and distributed/web interfaces uses for the Contractor's products. This should include all relevant information but is not limited to direct recommendations of infrastructure components as well as references of how current clients have implemented these software components. UBHC will work jointly with hardware vendors and software vendors on the implementation and perform some benchmarking and potential simulations based on the information provided by both software and hardware vendors, as well as additional expertise available to UBHC.
- 3.4.2 The Contractor must provide UBHC with the required list and version ("Rev") levels for all third party software packages required to operate the System. The Contractor must ensure that the application functions in accordance with those packages. Any application software version change or upgrade provided to Contractor's client base prior to UBHC's first productive use of System must be completed for UBHC's at Contractor's expense and prior to first productive use of the System.

3.5 Implementation Services

- 3.5.1 The Contractor must provide all implementation services required by the RFP which resulted in this contract, and set forth in its response proposal.
- 3.5.2 The Contractor shall submit a proposed schedule and workplan as part of the response to this RFP. Upon award of this contract, the Contractor shall also be submitting an overall, detailed project workplan at the initiation of the project. This plan is to include resource requirements, detailed descriptions of project tasks, and timelines for completion of tasks and project. Payment of any fees is to be withheld until this planning task is completed. UBHC reserves the right to have final approval authority over the details incorporated in the finalized plan.
- 3.5.3 The Contractor shall follow UMDNJ project management procedures, including but not limited to: conducting weekly status meetings; providing weekly, detailed status reports in writing, and readiness checks against project workplan milestones.
- 3.5.4 UMDNJ reserves the right to review the resumes of any and all Contractor personnel assigned under this contract, and UMDNJ reserves the right to refuse to accept any staff the Contractor assigns to this project.
- 3.5.5 It is required that the Contractor be on site on an agreed upon frequency basis in order to implement the System. This on site presence is to be in accordance with the information supplied in the Contractor's response proposal.

- 3.5.6 The Contractor is required to conduct training based on a “train-the-trainer” concept in order to develop an in-house capacity to effectively and efficiently train staff. The Contractor should provide documentation to be used for validation and competency testing of all UBHC staff who receive training. It is preferred that the Contractor provide a training plan including documentation as to who requires training, i.e., end-users, IS staff, etc. and the anticipated length of time for the average user to develop basic proficiency in the use of the System. UBHC will make employees available for training and will provide a training area for the contractor
- 3.5.7 The Contractor shall provide on-site support during the actual “go live” of the System. This support shall include a 24 hour presence during the entire first week of System use. The Contractor must also provide two (2) weeks of on-site post implementation support.
- 3.5.8 Warranty: The contractor shall provide a one (1) year warranty of the System that shall commence thirty (30) days after the First Productive Use of the System. Under the warranty, the contractor shall provide all support, service and maintenance to maintain the operation of the System so it satisfies all the contract requirements. The warranty shall be included in the contractor’s price for the Revenue Cycle Information System. See Price Sheet 8.1.

3.6 Support and Maintenance

- 3.6.1 The Contractor must establish a software escrow account that ensures maintaining of software source code and required documentation and instruction to recreate the software environment. Source code must be available to UMDNJ in the event that the Contractor goes out of business, sunsets the System, or sells the company to another vendor who sunsets the System. In those cases release of the source code is unconditional.
- 3.6.2 The Contractor must support sunset software for 24 months from date that the System is actually sunset. Contractor must provide UBHC with notice before the commencement of the 24 month sunset period.
- 3.6.3 The Contractor must support UBHC on the then current version of the software for 18 months past the time a new release is made generally available.
- 3.6.4. The Contractor must thoroughly document their on going support program. This support program is to include contractual description of handling System maintenance, System bugs/fixes; release and version upgrade methodologies, on site support and functioning of Help Desk/Customer Support Services including business hours of operation, holiday schedules, etc.
- 3.6.5 The Contractor must provide Software support on a 24/7 basis.
- 3.6.6 Any issue resulting in unscheduled System downtime for more than 4 hours requires a plan of action to be communicated to the Director of HMIS/IST, or his designee. UBHC will provide departmental contacts for this purpose after contract is awarded.

- 3.6.7 In cases where software problems create issues for UBHC, such as use of additional staff resources, re-work, or manual workarounds, the Contractor must provide remedies that are to be financial in nature. The Contractor shall monetarily compensate UBHC for all direct and indirect losses and damages resulting under this section. Contractor remedies in these cases cannot be limited to the cost of the System.
- 3.6.8 The Contractor must assign an Account Executive or Manager who will be responsible for overseeing the account on an on going basis. This oversight must include regularly scheduled onsite visits to UBHC, regular review of open issues, written plans to address such issues, updated information on Contractor activities, and/or new product offerings, annual Contractor review of the UBHC account, and a management report as to how the System is being utilized. This report is to result in the development of a mutually agreed to plan for UBHC's further use of the System.

3.7 Miscellaneous

- 3.7.1 All legal disputes shall be arbitrated and or litigated in the state of New Jersey.
- 3.7.2 The Contractor must not assign the contract to another vendor or the project to another vendor or subcontractor without prior written approval from the Vice President of Supply Chain Management.
- 3.7.3 In the event of a buy-out or merger, the new Contractor is obligated to perform all the requirements of this contract and is bound by all its prices, terms and conditions.
- 3.7.4 Any systems, software and programming that the new Contractor may need to supply/install in order to meet the RFP/Contract requirements shall be done at the sole expense of that vendor and must be compatible with industry standards.

3.8 Optional Components

The contractor may include other software components that would support and or enhance the requirements of this RFP. Offerings of additional application purchases at discounted prices must be included within the contract. Optional Components will not be considered as evaluation criteria to evaluate bid proposals received in response to this RFP.

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 a period to provide for the development, implementation, operation and acceptance of the Revenue Cycle Information System, a one year warranty period, and five years of support and maintenance thereafter, commencing from the date of award. If delays in the bid process result in an adjustment of the anticipated contract effective date, the Contractor agrees to accept a contract for the full term of the contract.

4.1.2 Contract Extension Option

This contract may be extended for a time period up to two years from the expiration of the original contract period. Any extension of this contract under this provision will be affected by the mutual, written consent of the Contractor and the University. The original terms and conditions will remain in effect for any extension period. Unless otherwise noted in this RFP (or any Addendum thereto), pricing for each optional year is to remain the same as the final year of the original contract term.

4.2 **Contract Transition**

In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Vice President of The Office of Supply Chain Management, 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 Contractual Terms and Conditions (Refer to Exhibit A for Standard Terms and Conditions)**

The contract shall consist of this RFP; any addendum to this RFP, the contractor's bid proposal and UMDNJ's Notice of Acceptance.

Unless specifically noted within this RFP, the University's Standard Terms and Conditions take precedence over the Special Terms and Conditions contained in this Section of the RFP.

In the event of a conflict between the provisions of this RFP, including the University'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.

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.

**4.3.1 .Departure from bid Specifications or Terms and Condition
Insurance**

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.

4.4 Foreign (Out of State) Corporations

All foreign corporations receiving a notice of contract award shall be afforded seven (7) days thereafter to register with the State of New Jersey, Department of the Treasury's Division of Revenue.

4.5 Contract Amendment

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

4.6 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.

4.7 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 UMDNJ, Department of Purchasing Services for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from UMDNJ, Department of Purchasing Services.

4.8 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 written request to substitute or add a subcontractor to UMDNJ, Department of Purchasing Services for consideration and approval by the Vice President of The Office of Supply Chain Management.

No substitute or additional subcontractors are authorized to begin work until the Contractor has received written approval from the Vice President of The Office of Supply Chain Management.

4.9 Ownership of Material

All data, technical information, materials gathered, oriented, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of UMDNJ and shall be delivered to UMDNJ upon 30 days notice by UMDNJ.

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

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

4.10 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.

4.11 News Releases

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

4.12 Advertising

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

4.13 License and Permits

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

4.14 Claim and Remedies

4.14.1 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 of The Office of Supply Chain Management's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

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

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

4.14.2 Remedies

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

4.15 Form of Compensation and Payment

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

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

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

4.15.3 Software payment terms are based on the following schedule:

- 15% upon contract signing (not to be released until a mutually agreed to workplan and timelines are agreed to and signed off on by UMDNJ and Vendor)
- 15% upon software delivery (populating of databases, set up of test environments)
- 20% upon successful completion of all “agreed to” HL7 interfaces (must include customer Q/A and acceptance through testing)
- 25% upon First Productive use of the System
- 25% upon completion of Acceptance Testing of the System.

Or

Payment schedule for monthly per user subscription fee, based on 500 users should be provided.

4.15.4 Implementation Services

Implementation fees are to be charged on a fixed-fee basis with a “cap not to exceed.” Those fees will be paid based on agreed-upon project milestones, with the majority of payment being made after first productive use of the System. Implementation fees are to be inclusive of travel and living expenses. UMDNJ will not pay for the Contractor’s administrative costs on the project.

4.15.5 Maintenance Fees

4.15.5.1 Software Maintenance

Software maintenance fees are not to be invoiced until 30 days after the first productive use of the System. UMDNJ will only pay maintenance fees for those portions of the System that have achieved their first productive use.

Software maintenance fees will be paid on an annual basis. Calculation of the maintenance fee must be based on the software price offered to UMDNJ as part of the contract and may not be based on the software’s list price. The Contractor shall invoice UBHC for the annual maintenance fee thirty (30) days before the beginning of the next year of maintenance.

Increases to maintenance fees cannot exceed the annual National Consumer Price Index (CPI). Maintenance fees cannot be increased other than annually. They cannot increase at all during implementation of the System.

4.15.6 Payment for Special Projects/Additional Work

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

4.16 **Additional Work and/or Special Projects**

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

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

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

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

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

4.17 Option to Reduce Scope of Work

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

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

4.18 Suspension of Work

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

4.19 Changes in Law

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

4.20 Tax Exempt Status

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

4.21 Performance Bond

No performance bond is required under this contract.

4.22 Late Delivery and Liquidated Damages

The Contractor must immediately advise the Vice President of The Office 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.

If the Contractor cannot meet the contract completion date for any task or subtask required to be completed by a certain date, the Contractor shall be liable to UMDNJ, the sum of \$2,100 per workday that such task, subtask or work remains incomplete following its contractually agreed upon completion date. Such sum shall be treated as liquidated damages and not a penalty.

The Contractor shall not be liable for any failure or delay in performance under the contract to the extent said failures or delays are proximately caused by causes beyond the contractor's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, to substantially meet its performance obligations under the contract, provided that, as a condition to the claim of nonliability, the contractor shall give UMDNJ/UBHC prompt written notice, with full details following the occurrence of the cause relied upon, and that the contractor must prove that it took reasonable steps to minimize delay or damages caused by foreseeable events and that the contractor substantially fulfilled all non-excused obligations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

4.23 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 prior to contract award. See Section 9 of this RFP for the certification form. The form and instructions for completion of the form may be found at http://.umdnj.edu/purchweb/employees/employ36_forms_policies.htm .

4.23.1 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.

4.24 **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.

4.25 **Applicable Law**

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

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 thoroughly read and 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 ten (10) full, complete and exact copies of the original. The copies required are necessary in the evaluation of the bid. It is suggested that the bidder make and retain a complete copy of its bid proposal.

5.4 **Proposal Form and Content**

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

5.5 Section 1 Forms

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

5.5.1 Ownership Disclosure Form

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

5.5.2 Business Registration Notice

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

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

5.5.3 Affirmative Action

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

5.5.4 Business Associate Agreement

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

5.5.5 Executive Order 117 Compliance and Certification

Effective November 15, 2008, all UMDNJ contractors are required to comply with Executive Order 117. In the early Fall of 2008, Governor Jon S. Corzine signed Executive Order No. 117, which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

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

5.6 **Section 2 – Technical Proposal**

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. Bidders are reminded to refer back to Section 3.1 of the RFP, Revenue Cycle System Requirements, to address the requirements under the Section and the issues under that Section that UBHC have requested the bidder to address. When preparing its technical response, it is strongly suggested for clarity and order that the bidder's technical response follow the sections of the RFP in order. This section of the proposal should contain at least the following information:

5.6.1 Management Overview

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince UMDNJ that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. The narrative should convince UMDNJ that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

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

5.6.2 Contract Management

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

5.6.3 Contract Schedule

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

The bidder is required to use standard Project Management methodology consistent with UMDNJ project management methodology for project implementation. The vendor should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of GANTT, Pert or other charts is at the option of the bidder.

5.6.4 System Requirements (Section 3.1)

In addition to addressing the requirements set forth below, the bidder must address the requirements and should address the other issues raised and set forth in Section 3.1 of the RFP, Revenue Cycle Requirements.

The bidder must address the following System requirements:

5.6.4.1 Provide the System name and version being supplied to the UMDNJ.

5.6.4.2 Demonstrate the System's ability to provide appropriate security and privacy features within the System that will meet HIPAA requirements.

5.6.4.3 Demonstrate the System's ability in each of the areas listed in the Scope of Work under Technical Requirements and Software (RFP Sections 3.2 through 3.4)

5.6.5 Revenue Cycle Processes

The bidder must address the following requirements:

5.6.5.1 Provide an overall description of your revenue cycle process and its functionality as described under Scope of Work.

5.6.5.2 Describe how the System utilizes quick text macros or any other types of macros.

5.6.5.3 Describe how procedure and diagnosis coding is handled by the System. Describe the frequency for updates to these codes. Describe the process on how the System will provide for the transition to ICD-10 coding. Describe how the System crosswalks DSM IV coding from ICD coding.

5.6.6 General Requirements

The bidder must address the following requirements:

5.6.6.1 Demonstrate and describe the bidder's ability to fulfill and satisfy the requirements under Implementation Services under the Scope of Work. (Section 3.5 of the RFP.)

5.6.6.2. Demonstrate and describe the bidder's ability to fulfill and satisfy the requirements under Support and Maintenance in the Scope of Work. (Section 3.6 of the RFP).

5.6.6.3 Describe your company's ability to support HIPAA and other regulatory requirements.

5.6.6.4 Describe how information entered into one module in your System flows between the other modules.

5.6.6.5 Provide samples of the following System documentation:

- System description manuals
- Technical/operations system manuals
- User manuals
- Installation manuals

5.6.6.6 Describe, in detail, formal training classes available for technical and functional training of the System being proposed by the bidder. Bidders must provide specific examples of the training performed at similar sites in the past which demonstrate their training capacity

5.6.6.7 Describe the System's ability to backup and completely restore key System data files and if vendor assistance is required.

5.6.6.8 Provide samples of management reports and describe how report scheduling can be pre-defined.

5.6.6.9 Describe the anticipated System impact upon the existing UMDNJ and UBHC networks. Costs for infrastructure upgrades or improvements should also be addressed.

5.6.6.10 Describe the expansion possibilities of the System.

5.6.6.11 Define any base modification capabilities under the customer's control for each of your systems.

5.6.6.12 Describe the typical customer requirements (number of FTEs) to implement and support each of your systems.

5.6.6.13 Provide a list of secondary vendors that contribute to your System (i.e. formulary database, ICD9 codes, etc.) Describe the information provided by these vendors.

5.6.6.14 Describe the testing methodology utilized by the bidder.

5.6.7 Potential Problems

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

5.7 **Section 3 – Organizational Support and Experience**

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

5.7.1 Locations

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

The bidder should also provide a listing of all the company's location(s).

5.7.2 Organizational Chart (Contract Specific)

The bidder should include a contract organizational chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual. The organizational chart should demonstrate the vendor's staffing capacity to provide the services/implementation in the proposal.

5.7.3 Résumés

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

The bidder must have qualified and experienced HL7 resources on staff.

5.7.4 Backup Staff

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

5.7.5 Organization Chart (Entire Firm)

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

5.7.6 Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should include and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

5.7.7 Financial Capability of the Bidder

In order to provide UMDNJ with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

Vendors should provide the most recent financial statements at the time of the submission of the bid and again (if more current) at time of contract award. If the information is not supplied with the bid proposal, UMDNJ may still require the bidder to submit it. If the bidder fails to comply with the request within five (5) business days, UMDNJ may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal. UMDNJ reserves the right to make the determination to accept the assertion and shall so advise the bidder. This information will be treated as confidential under provisions of Open Public Records Act and the common law

5.7.8 Subcontractor(s)

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

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

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

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

5.8 **Section 4 – Cost Proposal**

The bidder must submit all requested pricing information. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm for a minimum of one hundred twenty (120) days following bid opening to permit the completion of the evaluation of proposals received and the contract award process.

The bidder must provide a total cost for software System under Section 8.1 of the RFP and a breakdown of the costs as required under Section 4.15.3 of the RFP. .

The bidder must provide a total cost for all implementation services (inclusive of travel and living expenses) and a schedule for payment based on the milestones identified in Section 4.16.3 of the RFP.

The bidder must provide annual maintenance fees for all software. The bidder shall provide a maintenance schedule for five (5) years commencing 30 days after the first productive use of the System. UMDNJ will only pay maintenance fees for those portions of the System that have achieved their first productive use.

The bidder should also provide hourly rates for all professional and technical staff.

If proposed by the bidder, prices for all optional application software including all professional and technical fees and maintenance fees should be supplied.

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

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Proposal Evaluation Committee

Proposals may be evaluated by an Evaluating 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 Proposal

A bidder may be required to give an oral presentation in conjunction with a demonstration of all application modules to the Evaluating Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its proposal.

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 proposal. Original bid proposals, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals 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 proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a proposal. The buyer will be the sole point of contact regarding any request for an oral presentation or 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 ability to meet the requirements of this RFP, including all outlined functionality requirements.
- 6.3.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP, including ongoing support.
- 6.3.3 The bidder's documented experience in successfully completing contracts of a similar size and scope of those required by this RFP.

- 6.3.4 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.
- 6.3.5 The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed, the bidder's contract management plan, including the bidder's contract organizational chart, the bidder's financial stability, and the bidder's internal investment in resource and development.
- 6.3.6 The bidder's cost proposal.

6.4 University's Right to Consider Additional Information

- 6.4.1 The Vice President of Supply Chain may obtain any information determined to be appropriate regarding the ability of the bidder to supply and/or render the service required by this Request for Proposal.
- 6.4.2 The Vice President of Supply Chain may consider such other factors that, in the opinion of the Vice President, are important in evaluating the bidder's proposal and awarding Contracts as determined to be in the best interest of the University.
- 6.4.3 The University reserves the right to request all bidders to explain the method used to arrive at any or all cost or pricing figures.
- 6.4.4 When making the Contract award decision, the University may consider evidence of formal or other complaints against any bidder(s) by the University for Contracts held in the past or present by the bidder.
- 6.4.5 The University reserves the right to check the bidder's financial capacity and ability to successfully undertake and complete the services required by this Request for Proposal by any means deemed appropriate.
- 6.4.6 The University reserves the right to conduct site inspections of any facility(s) serviced by the bidder(s) to assist in judging the bidder's ability to provide the services required by this Request for Proposal. This applies to all facilities services by the bidder or any subcontractor to the bidder. This right extends to all facilities of which the University is aware, or about which it becomes aware, that the bidder is servicing, whether or not the facility is listed in the bidder's proposal.

6.5 Contract Award

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

6.7 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 higher in payment than the original payment proposal will be rejected as nonresponsive. Evaluation of the best and final offers will be on the basis of payment and the evaluation criteria set forth in the RFP. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity. UMDNJ reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award. After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Vice President for award the responsible bidder(s) whose bid proposal(s), conforming to the RFP, is most advantageous to the State, payment and other factors considered. The Vice President may accept, reject or modify the recommendation of the Evaluation Committee. The Vice President may negotiate further increases in payment with the selected bidder.

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

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

6.7 Bidder's Right to Challenge a Contract Award

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

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

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

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

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

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

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

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

7.2 LISTING OF POTENTIAL PROBLEMS

The bidder should include below a summary of any areas it anticipates encountering in implementing or providing the 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)

7.3 CONTACT INFORMATION

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

Name: _____
Address: _____

Business Phone Number: (____)-____-_____
Business Fax Number: (____)-____-_____
E-Mail Address _____

7.3.2 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)

7.3.3 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: (____)-____-_____

7.3.4 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: (____)-____-_____

7.4 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)

7.5 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)

7.6 LISTING OF BIDDER’S MANAGEMENT AND SUPERVISORY PERSONNEL

The bidder should provide a complete list of all contract management and on-site supervisory 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:

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)

7.7 RESUMES FOR BIDDER'S PERSONNEL ASSIGNED TO THIS CONTRACT

The bidder should provide a detailed resume for each contract manager and on-site supervisor(s) 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. The bidder should submit at least two (2) acceptable resumes for bidder's on-site supervisor(s).

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:

7.7.1 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)

7.7.2.1 RESUME FORM: ON-SITE SUPERVISOR(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: ON-SITE SUPERVISOR 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: ON-SITE SUPERVISOR CONTINUED ON FOLLOWING SHEET)

ON-SITE SUPERVISOR(S)' RELEVANT EDUCATION AND TRAINING:

(MAKE ADDITIONAL COPIES OF THESE SHEETS, IF NECESSARY)

7.8 REFERENCES OF FIRM

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

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

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

ADDRESS: _____

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

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

DATES UNDER CONTRACT: FROM _____ TO _____

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

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)

7.9 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: u _____

REASON FOR TERMINATION: _____

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.10 BIDDER'S FINANCIAL CAPACITY

The bidder should provide proof of the firm's financial capacity and capabilities to undertake and successfully provide 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

8.1 Revenue Cycle Information System Price

All inclusive total license price or subscription fees for purchase of Revenue Cycle Information System.

The price must include all requirements as indicated in section 3.0 Scope of Work, direct and indirect costs including but not limited to the first year warranty, licensing fees/ subscription fees, administration, travel and related expenses, overhead, and profit. Payment will be made pursuant to schedule set forth in Section 4.15.3 of the RFP.

Price for Revenue Cycle Information System (Software) including cost of first year warranty as required under Section 3.5.8 of the RFP

8.1.1 Enterprise-wide license for UBHC central office and satellite locations:

Schedule of Payments for License and one year warranty/support

15% Approved workplan and timelines \$ _____

15% Software delivery \$ _____

20% Completion of HL7 interfaces \$ _____

25% First Productive Use \$ _____

25% Completion of Acceptance Testing* \$ _____

* Payments due after Completion of Acceptance Testing will be issued as System is rolled out to users in groups of 50.

Total: \$ _____

Incremental per user license fee, if more than 500 users: \$ _____

Or

| Year | Monthly per user subscription fee, based on 500 users |
|------|---|
| 1 | \$ _____ |
| 2 | \$ _____ |
| 3 | \$ _____ |
| 4 | \$ _____ |
| 5 | \$ _____ |

Incremental per user subscription fee, if more than 500 users: \$ _____

8.1.2 Enterprise-wide license for UBHC central office, satellite locations and external affiliate users:

Schedule of Payments for License and one year warranty/support

| | | |
|-----|--|----------|
| 15% | Approved workplan and timelines | \$ _____ |
| 15% | Software delivery | \$ _____ |
| 20% | Completion of HL7 interfaces | \$ _____ |
| 25% | First Productive Use | \$ _____ |
| 25% | Completion of Acceptance Testing* | \$ _____ |
| | * Payments due after Completion of Acceptance Testing will be issued as System is rolled out to users in groups of 50. | |

Total: \$ _____
Incremental per user license fee, if more than 500 users: \$ _____

Or

| Year | Monthly per user subscription fee, based on 500 users |
|------|---|
| 1 | \$ _____ |
| 2 | \$ _____ |
| 3 | \$ _____ |
| 4 | \$ _____ |
| 5 | \$ _____ |

Incremental per user subscription fee, if more than 500 users: \$ _____

8.2 Implementation Services Price

All inclusive total price, direct and indirect cost, including but not limited to administration, overhead, profit, travel and related expenses, for implementation services of the Revenue Cycle Information System required by the RFP in section 3.5. The bidder shall provide an all inclusive for the total cost of implementation services. In addition, the bidder shall propose a schedule for payment for implementation services. The final schedule will be established by agreement between the bidder/contractor and UBHC.

Total Cost UBHC Enterprise-wide \$ _____

Total Cost UBHC Enterprise-wide and Affiliates \$ _____

Proposed schedule for payment on Implementation Services:

8.3 Service and Maintenance (Post Warranty)

All Inclusive Annual Service and Maintenance Price of Revenue Cycle Information System for UBHC after delivery and installation of product.

UBHC Enterprise-wide application

\$ _____ Year 1

\$ _____ Year 2

\$ _____ Year 3

\$ _____ Year 4

\$ _____ Year 5

UBHC Enterprise-wide and affiliates application

\$ _____ Year 1

\$ _____ Year 2

\$ _____ Year 3

\$ _____ Year 4

\$ _____ Year 5

8.4 Additional Work Fee

All Inclusive hourly fees of requested additional work and or special projects. Add additional lines or sheets as necessary

| Position/labor category | All-inclusive hourly rate |
|-------------------------|---------------------------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

8.5 Optional Application Software

All inclusive price, direct and indirect costs, including but not limited to licensing fees, labor, administration, overhead, profit, travel and related expenses, to supply additional application modules as indicated in section 3.8 of the Scope of Work.

| Cost | Module | Description of Functionality/Relation to Revenue Cycle Information System |
|-------------|---------------|--|
| \$ _____ | _____ | _____ |
| \$ _____ | _____ | _____ |
| \$ _____ | _____ | _____ |
| \$ _____ | _____ | _____ |
| \$ _____ | _____ | _____ |
| \$ _____ | _____ | _____ |
| \$ _____ | _____ | _____ |

9.0 REQUIRED FORMS AND ATTACHMENTS

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

- Ownership Disclosure Form
- Business Registration Certificate

The following forms are required at time of contract award.

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

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 or any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach o my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

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

Date: _____ Signature _____

_____ Name _____

_____ Title _____

AFFIRMATIVE ACTION DOCUMENTATION

Dear Vendor:

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

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

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

Sincerely,

Purchasing Services

SUPPLIER DIVERSITY AND VENDOR DEVELOPMENT PROGRAM
DIVERSITY VENDOR POLICY/REQUIREMENTS

I. **PURPOSE**

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

II. **DEFINITIONS**

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

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

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

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

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

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

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

III. IMPLEMENTING DOCUMENT

A. Requirements:

1. General Guidelines:

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

2. UMDNJ Vendor Diversity Program Goals and Targets:

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

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

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

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

3. Program Requirements

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

4. New Reporting Requirement

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

5. Important Process Change

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

6. Other UMDNJ Policies and Procedures:

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

B. Responsibilities

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

Revised 1/23/04
8/23/05

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

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

(Name and address of Contracting Party)

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

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

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

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

NOW therefore, the parties agree as follows:

1. Confidentiality and Disclosure of Patient Information.

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

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

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

- h. will ensure that any agent, including a subcontractor, to whom the Business Associate provides electronic protected health information, agrees to implement reasonable and appropriate safeguard to protect the electronic protected health information.
- i. will, at the request of, and in the time and manner designated by the Covered Entity, provide access to the PHI to the Covered Entity or the individual to whom such PHI relates or his or her authorized representative in order to meet a request by such individual under promptly notify Covered Entity as required by 45 CFR §164.524;
- j. will, at the request of, and in the time and manner designated by the Covered Entity, incorporate any and all amendments or corrections to PHI when notified by Covered Entity that such information is inaccurate or incomplete in accordance with 45 CFR § 164.526;
- k. will, at the request of, and in the time and manner designated by the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity, including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements, to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 CFR 528;
- l. will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services governmental officers and agencies and Covered Entity for purposes of determining compliance with 45 CFR §§ 164.500-534; and
- m. will adhere to the Covered Entity's HIPAA policies and procedures.

C. Termination for violation of disclosure restrictions. Notwithstanding any other provision of this Agreement, Covered Entity may terminate this Agreement and any related agreements, without penalty if Covered Entity determines that Business Associate has violated a material term of this Agreement's restrictions, safeguards or requirements relating to the proper use and disclosure of PHI. Alternatively, Covered Entity may choose to: (i) provide Business Associate with written notice of the existence of a breach of the terms of this Agreement relating to PHI; and (ii) afford Business Associate an opportunity to cure such breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be achieved within 10 business days, Business Associate must cure said breach to the satisfaction of the Covered Entity within 10 business days. Covered Entity may immediately terminate this Agreement for Business Associate's failure to cure in the manner set forth in this section.

- D. Return/Destruction of PHI.** Business Associate agrees that, upon termination of this Agreement for any reason, it will if feasible, return or destroy all PHI maintained in any form (including ensuring the return or destruction of all PHI in the possession of its subcontractors or agents) received from, or created or received by it on behalf of Covered Entity and retain no copies of such information.
- An authorized representative of Business Associate shall certify in writing to covered Entity, within five (5) days from the date of termination or other expiration of this Agreement, that all PHI has been returned or disposed of as provided above, (including all PHI in the possession of its subcontractors or agents) and that neither Business Associate nor its subcontractors or agents retains any such PHI in any form.
- E. No Feasible Return/Destruction of PHI.** To the extent that the return or destruction of PHI as provided for in *Section 4* above is not feasible, Business Associate shall extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. Notwithstanding any other provision of this Agreement to the contrary, Business Associate shall remain bound and shall ensure that the provisions of this Agreement, similarly bind its subcontractors and agents even after termination of this Agreement, until such time as all PHI has been returned or otherwise destroyed as provided in accordance with this section.
- F. Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in the possession of Business Associate or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure, nor shall Covered Entity be liable to Business Associate for any claim, loss or damage relating to the unauthorized use or disclosure of any information received by Business Associate from Covered Entity or from any other source. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- G. Legal Action.** Business Associate agrees that unauthorized disclosure of PHI may give rise to irreparable injury to the patient or to the owner of such information and accordingly the patient or owner of such information may seek legal remedies against Business Associate. Business Associate further agrees that the remedy at law for any breach by it of the terms of this Agreement shall be inadequate and that the damages resulting from such breach and are not be susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened breach by Business Associate of the terms of this Agreement, covered Entity shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach. Nothing herein shall be construed as prohibiting Covered Entity from pursuing any other remedies available to Covered Entity for such breach or threatened breach, including recovery of damages from Business Associate. Business Associate further represents that it understands and agrees that the provisions of this agreement shall be strictly enforced and construed against it.

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

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

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

Revised 2/21/07