



Purchasing Services

REQUEST FOR PROPOSAL (RFP)

TITLE: CHARITY CARE ELIGIBILITY & SELF-PAY ACCOUNTS RECEIVABLE MANAGEMENT SERVICES

RFP NUMBER: UH-P26-002

DATE ISSUED: SEPTEMBER 30, 2025

DATE QUESTIONS DUE: OCTOBER 14, 2025, by 12:00 PM (Noon)

DUE DATE: NOVEMBER 13, 2025, By: 2:00 PM

LOCATION: UNIVERSITY HOSPITAL
DEPARTMENT OF PURCHASING SERVICES
Hand Delivery: 65 Bergen Street, GB120
Newark, New Jersey 07103
Delivery by UPS/FEDEX/DHL etc: 191 S. Orange Ave
Newark, New Jersey 07103

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 NAME: _____

BIDDER REPRESENTATIVE:

ADDRESS: _____

NAME: _____

TITLE: _____

PHONE NO.: _____

EMAIL: _____

FAX NO.: _____

FED. TAX ID: _____

BIDDER'S AUTHORIZED SIGNATURE

PREVENTING DISQUALIFICATION WHEN BIDDING ON RFP # UH-P26-002 for CHARITY CARE ELIGIBILITY & SELF-PAY ACCOUNTS RECEIVABLE MANAGEMENT SERVICES

- A) This is a public sector RFP, the underlying premise of which is a “level playing field” for fair competition among all participating bidders. Public sector rules and requirements may differ significantly from those in the private sector. UH evaluators and Purchasing Services, as well as bidders, must meet certain requirements in order for an award to be issued. Some examples:
- 1) Ensure your bid proposal is complete and includes all required documents. See RFP Sections 1.0, 3.0, 5.0, 8.0, and 9.0. Note regarding section 9.0: make any objections to insurance requirements known immediately, **before bid opening**.
 - 2) If your bid proposal takes exception to UH payment terms (45 days), your proposal likely will be determined to be non-responsive. UH may accept shorter payment terms with additional discounts (e.g., 2%/30 days).
 - 3) **Sign** and submit your bid proposal in a sealed package.
 - 4) Identify your bid package as stated in the RFP to help avoid loss or accidental opening.
 - 5) Submit your bid proposal to Purchasing Services by the prescribed opening time and date. Any late bids will be disqualified. Purchasing Services is not responsible for any bids that arrive late. Suggestion: send your bid in time for delivery to Purchasing Services a day or two earlier than specified in the RFP and track your shipment.
 - 6) Initial handwritten changes, if any, prior to sealing and submitting your bid.
 - 7) Other than procedural questions (e.g. directions to Newark) all questions must be posed using the protocol established in the RFP. Under the level playing field premise, all potential bidders must be made aware of any relevant information given to any bidder.
- B) **Forms** – Problems (e.g. missing, incomplete) with forms are a primary cause of bid rejection. Determine in advance whether you have all necessary forms. Obtain any missing forms. Review to ensure you have all necessary forms, complete all of the forms and submit them with your proposal. RFP **Section 9.0** describes requirements, but some problem areas are:
- 1) The New Jersey State Business Registration – it does not have to be submitted with the bid, **but the bidder MUST have registered with the state of New Jersey BEFORE any contract can be awarded.** Registration often takes some time. If you are not registered, start the process immediately!
 - 2) Ownership Disclosure Form – The bidder must complete the attached Ownership Disclosure Form and **sign the form**. A complete Ownership Disclosure Form must be received prior to, or accompanying, the bid. Failure to submit completed and signed document will preclude the award of a contract.
 - 3) The Affirmative Action (AA) Certificate – Previously the AA 302 form, which provides racial and ethnic hiring and working statistics, was the only AA document required to be submitted with a bid proposal. Currently AA requires the AA 302 Form

- and certification of its submission to the state of New Jersey. Certification requires a \$150.00 fee to the state. Without certification you may be disqualified, but you will not be eligible for award until UH receives evidence that the certification has been granted by the state. Links to AA to obtain certification are in Section 9.0 of the RFP.
- 4) Business Associates Agreement - Any deviation from UH Business Associate Agreement **may** be accepted but because of the process including legal review, any potential award will be delayed significantly.
 - 5) MacBride Principles Certification – The Bidder must certify, pursuant to N.J.S.A. 52:34-12.2, compliance with a). the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5, b). the United Kingdom’s Fair Employment (Northern Ireland) Act of 1989, and c). the bidder must permit independent monitoring of their compliance with those principles A bidder/offeree electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

By signing the RFP Signatory Page, the bidder/offeree certifies that either:

- a. The bidder has no operations in Northern Ireland; or
 - b. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.
- 7) Disclosure of Investment Activities in Iran Form – Pursuant to N.J.S.A. 52:32-58, the Bidder must submit the Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder’s failure to submit the completed and signed form will preclude the award of a contract to Bidder.
 - 8) The Bidder should submit the Disclosure of Prohibited Activities in Russia / Belarus Form. Pursuant to P.L.2022, c. 3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2002, c. 3, sec. 1(e). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities.

C) Exceptions – Exceptions to the RFP specifications are the most serious form of non-compliance/non-responsiveness. Material exceptions have one cure – withdrawal of the

exception by the bidder. Evaluators will look at all exceptions to see if any may be determined to be non-material deviations which would give no advantage to the bidder. Usually, exceptions give advantage to the bidder over its competitors and without withdrawal the bidder will ultimately be disqualified.

REVIEW:

- 1) Read and understand the entire RFP.
- 2) Follow instructions as presented above and in the following sections of the RFP.
- 3) Sign everything that requires signing.**
- 4) Enclose all required documents and forms in your bid package.
- 5) Label the bid package correctly.
- 6) Submit the bid package ahead of time.
- 7) Take no exceptions.

1. INFORMATION FOR BIDDERS

1.1. Purpose and Intent of the Procurement

1.1.1. Purpose

This Request for Proposal (RFP) is issued by University Hospital (UH), Department of Purchasing Services on behalf of the UH Finance Department. The purpose of this RFP is to enter a contract to provide charity care eligibility; self-pay accounts receivable management services and commercial denial projects as described herein.

1.1.2. Intent

It is the intent of UH to establish a contractual agreement with one (1) contractor, who will provide charity care eligibility and self-pay receivable billing and management services for University Hospital. The contractor shall perform all aspects of self-pay collections and receivables management including but not limited to: customer service, Call center in- and-outbound phone calls, printing and mailing patient statements and production of collection letters and managing bad debt write offs. The contractor will be responsible to provide any and all actions required to satisfy the accounts in the self-pay receivable category. This would include payment arrangements, insurance discovery, Affordable Care Act (ACA) "Marketplace" submissions, Charity Care and/or Presumptive Eligibility (P.E.) Medicaid and New Jersey Family Care qualifications. The contractor may be asked to provide staffing of Financial Assistance Advisors (FAA) to assist University Hospital in maintaining adequate staffing levels.

Note: The issuance of a contract does not guarantee a specific amount of A/R services work to be performed and does not guarantee an exclusive contract between UH and the Contractor(s).

1.2. Background

University Hospital (UH) was separated from University of Medicine and Dentistry of New Jersey (UMDNJ), its parent organization for 31 years, by legislation that took effect in July 2013. UH is now an independent medical center and an instrumentality of the State of New Jersey. It is a principal teaching hospital of Rutgers Biomedical and Health Sciences (RBHS), which includes Rutgers New Jersey Medical School and Rutgers School of Dental Medicine.

UH is a critical statewide resource for clinical care, medical education and research; a key component of New Jersey's healthcare landscape; and important to federal, state and local legislators and other policymakers interested in advancing scientific discoveries and healthcare delivery. It is New Jersey's leading public hospital and provides training to more future physicians than any other hospital in the state.

UH is a 519 licensed bed acute-care hospital, home to regional and statewide resources for advanced care in many medical specialties. Additional information about UH is available on our website at: <http://www.uhnj.org/about/>.

Statistical Data

Volumes FY2025(?):

<u>Types</u>	<u>Discharges/Cases</u>	<u>Total Gross Charges</u>
<u>Inpatient</u>	<u>18,737</u>	<u>\$1,847 M</u>
<u>SDS</u>	<u>7,552</u>	<u>\$ 192 M</u>
<u>Outpatient</u>	<u>271,548</u>	<u>\$ 668 M</u>

Payer Mix (by Revenue at time of Service)

	Inpatient		Outpatient		Total IP & OP	
Gross Revenue by Payor	%	Fiscal YR 2025	%	Fiscal YR 2025	%	Fiscal YR 2025
Medicare	13%	312,785,161	8%	115,204,144	11%	427,989,306
Medicaid	9%	209,231,856	4%	54,291,864	7%	263,523,721
HMO/PPO	6%	155,233,172	8%	113,593,902	7%	268,827,075
Commercial	3%	67,202,761	2%	29,663,236	2%	96,866,002
Comp Liability	1%	18,109,683	1%	24,401,239	1%	25,702,919
No Fault	6%	138,700,035	2%	7,593,236	4%	163,101,274
Medicaid HMO	27%	674,963,089	31%	455,694,805	29%	1,130,657,893
Medicare HMO	17%	408,122,758	13%	189,516,432	15%	597,639,190
Charity Care	6%	149,687,326	10%	152,616,474	8%	302,303,800
Self Pay	10%	241,862,373	18%	266,267,578	13%	508,129,952
Blue Cross	3%	84,451,702	5%	66,668,428	4%	151,120,130
Total	100%	2,460,349,916	100%	1,475,511,338	100%	3,935,861,262

Total Applications Processed

Qtr1	Jan	Feb	Mar
218	79	66	73
Qtr2	Apr	May	Jun
340	106	118	116
Qtr3	Jul	Aug	Sep
306	77	115	114
Qtr4	Oct	Nov	Dec
349	141	78	130
2024 Total Applications: 1213			

Qtr1	Jan	Feb	Mar
487	181	176	130
Qtr2	Apr	May	Jun
395	147	138	110
2025 Total Applications: 882			

1.3. Key Events

1.3.1. Questions and Inquiries

It is the policy of UH to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions should be e-mailed to UH, Purchasing Services to the attention of the assigned buyer at the following address:

UH, DEPARTMENT OF PURCHASING SERVICES

ATTN: Giovanna DiGuglielmo

Buyer's Email: diguglg2@uhnj.org

1.3.1.1. Cut-Off Date for Questions and Inquiries

A non-mandatory Pre-bid Conference will **NOT** be required for this procurement. Written questions must be delivered to the Department of Purchasing Services via e-mail at: uhpurchasing@uhnj.org and diguglg2@uhnj.org. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance as possible. This request is made so that answers can be prepared in a timely manner for the addendum. Questions should be posed 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.

Questions should be submitted in the following format:

Page #	Section #	Question
5	1.1	What do you mean by...?

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 Hospital. Bidders shall not contact any person within the University Hospital directly, in person, or by telephone, other than the assigned buyer, concerning this RFP.

Cut-off date for questions and inquiries relating to this RFP is: October 14, 2025, BY 12:00 PM (Noon).

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 cut-off date for questions.

IMPORTANT NOTE: NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THE RFP WILL BE ACCEPTED OR ANSWERED AFTER THE CUT OFF DATE. ALL QUESTIONS MUST BE SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.

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 and will be posted on the UH Bidding Opportunities webpage, which can be found here: https://uhnj.org/purchweb/vendors/vendor_current_bid.htm

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. **Notice to Bidders:** It is the responsibility of all potential bidders to check UH's web site www.uhnj.org/purchweb/ regularly and obtain all addenda that may be issued to bid specifications. UH is not responsible for direct distribution of addenda posted on the web site to all vendors who desire to submit a proposal.

1.4.3. Issuing Office

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

UH 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. As such, all bid proposals are generally available for public inspection after contract award.

If a bidder believes that information contained in a submission should be exempt from public disclosure, the bidder should designate the information as such for the Hospital's consideration. UH reserves the right to make the final determination and will advise the bidder accordingly.

In the event of a challenge to the bidder's designation of confidential/proprietary materials, the bidder shall have sole responsibility for defending its designation and UH 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, Disclosure of Investment Activities in Iran Form, Certification Regarding Prohibited Activities in Russia or Belarus, and, if applicable, foreign (out of State) corporate registration must be supplied for each party to the joint venture.

1.4.9. Diverse and Local Contracting

University Hospital seeks to encourage and afford opportunities to diverse and local suppliers, while ensuring that it receives the highest quality products and services at the most economical costs. University Hospital also encourages all Contractors to subcontract with small, diverse and/or local firms when feasible. Any bidder intending to subcontract with such firms should submit a plan for fulfilling this objective using the attached Diversity Subcontractor Utilization Plan. Upon contract award, any Contractor that submitted such Plan shall be required to report all payments made to small, diverse and/or local business subcontractors to UH's Office of Supplier Diversity and Vendor Development using the attached Diversity Subcontractor Utilization Report.

1.4.10. Bid Bond

Not applicable under this RFP.

1.4.11. HIPAA Compliance

This agreement involves the access to Protected Health Information. Thus, the willing bidder will be required to complete a Business Associate Agreement, consistent with the requirements of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) ("HITECH"), the Health Information Electronic Data Interchange Technology Law

(HINT), and associated federal rules and regulations. This requirement is a precondition of entering into a valid and binding contract. Further, the Contractor agrees that throughout the term of its agreement with University Hospital, the Contractor shall be in full compliance with these laws and the regulations implementing them, and that all requirements set forth in the regulations are deemed incorporated as material terms of its agreement with University Hospital as if fully set forth herein.

1.4.12. Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. This requirement extends to all named subcontractors. Proof of bidder's and subcontractors' valid business registration should be submitted by a bidder with its bid proposal. The business registration form (Form NJ-REG) can be found online at: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

1.4.12.1. Definitions

For the purpose of the section, the following definitions shall apply:

“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 Hospital, any county college, or any local unit.

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

1.4.12.2. Requirements Regarding Business Registration Form

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

1.4.13. Deficit Reduction Act

University Hospital is committed to the prevention and detection of any fraud, waste, and abuse within University Hospital related to all health care programs, including Federal and State programs.

To this end, UH 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 UH 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 UH’s Office of Ethics and Compliance. Any employee of UH who in good faith reports such information will be protected against retaliation for coming forward with such information both under UH’s internal compliance policies and procedures and United States and New Jersey law.

As an organization, UH 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 UH'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 UH employees and all contractors and agents of UH.

2. DEFINITIONS

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

“Addendum” – Written clarification or revision to this RFP issued by UH, 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 Executive Director of Supply Chain Management or Chief Financial Officer.

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

“CFO” – University Hospital, Chief Financial Officer.

“CEO” – University Hospital, Chief Executive Officer.

“CHRO” – University Hospital, Chief Human Resources Officer.

“Complete” – This refers to any document that requires to be filled and must be signed.

“Contract” – This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP and UH’s Contract Term Sheet.

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

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

“Executive Director” – The Executive Director of Supply Chain Management; the contracting officer for UH.

“HIPAA or HITECH Act” – Health Insurance Portability and Accountability Act of 1996, 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) (the “HITECH Act”), and regulations promulgated by the U.S. Department of Health and Human Services (the “HHS”) (hereinafter the “HIPAA Regulations” and the “HITECH Regulations,” respectively) and/or applicable state and/or local laws and regulations..

“Loaded Hourly Rates” - All-inclusive rates for each project requested.

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

“President” – University Hospital, President.

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

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

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

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

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

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

“UH” – University Hospital, Newark, New Jersey.

2.2. Definition specific to this RFP:

“ACA”- Affordable Care Act- also known as the “Marketplace”

“A/R” – Denotes Accounts Receivable

“Charity Care” – is a State mandated program offering free or reduced charge care to patients meeting Charity Care eligibility criteria and who receive inpatient and outpatient services at acute care hospitals throughout the State of New Jersey.

“CSV” – Comma Separated File

“Epic”- Denotes UH’s registration and scheduling system

“FAA”- Financial Assistance Advisor

“FTP” – File Transfer Process/Protocol.

“HealthQuest” – Denotes UH’s billing system.

“HINT Regulations” – The provisions of the Health Information Electronic Data Interchange Technology Law, a/k/a “HINT”.

“HIPPA Regulations” – The Contractor must complete the attached Business Associate

Agreement (Section 9.0), evidencing compliance with HINT Regulations.

“HL7” – Standard electronic file format for exchange of clinical and administrative health record data.

“Medicaid DRG rate” – Medicaid DRG (Diagnosis Related Group) rate refers to a payment value assigned by the State, based on the average resources used to treat Medicaid patients in that DRG classification.

“OIG” – Office of Inspector General

“OIG/GSA Exclusion Review” – It is UH’s policy to not hire or contract with individuals or entities who have been deemed as Excluded From Participate Federal Health Care Program found in OIG’s website <https://oig.hhs.gov/fraud/index.asp> UH checks the OIG list of Excluded Individuals/Entities and the GSA web site at: <https://oig.hhs.gov/exclusions/index.asp>, Excluded Parties List System (EPLS) which provides information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits.

“P.E.”- Presumptive Eligibility

“Screen” means to evaluate candidates potentially eligible for government assistance programs.

“Social Service Referral” – Patient with insurance referred for institutional placement.

“SSD” – Social Security Disability

“SSI” – Supplemental Security Income

3. SCOPE OF WORK

Beneath each specification is a line stating: WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTIONS. The bidder must indicate by putting a check mark in the appropriate box marked ____Y (Yes) ____N (No).

If any requirements cannot be fulfilled the bidder must explain why on a separate sheet identifying the Section # and Name in Section 7 of the RFP.

The bidder must recognize that the inability to fulfill a required specification may possibly result in the proposal being deemed non-responsive and thereby disqualify the proposal from evaluation.

3.1. General Requirements

- 3.1.1. The contractor must maintain a New Jersey office. The contractor must provide their local office address and local NJ telephone exchange or toll-free telephone number. All activities and work performed must originate and be maintained in New Jersey.
- 3.1.2. The contractor will demonstrate experience, knowledge and capability in all aspects of self-pay collections including qualifying patients for Charity Care, Affordable Care Act (ACA) (Marketplace) and NJ Family Care. This knowledge must be fully demonstrated in the response to this RFP.
- 3.1.3. The contractor must be certified to submit Affordable Care Act (ACA), Presumptive Eligibility (P.E.) and NJ Family Care applications.
- 3.1.4. The contractor must stay aware of all changes in Federal and State legislation pertaining to the ACA, Charity Care reimbursement and Medicaid guidelines and any other changes that relate to Hospital reimbursement.
- 3.1.5. The contractor will be expected to contribute expertise to UH strategic planning.
- 3.1.6. The contractor must document University Hospital's Billing System, currently the EPIC Resolute system and the MAPS subsystem, with any and all documentation, including but not limited to: demographic changes, billing dates, follow up progress and status notes with date last worked and bad or new phone numbers will all be entered into the note section of the account on the EPIC system. The contractor must document University Hospital's Registration and Scheduling System, currently Epic with scheduled appointments when applicable. Access will be granted to the contractor. University Hospital's Information Systems department will provide the contractor with the required information for access. The contractor will assume responsibility for any associated equipment costs.
- 3.1.7. The contractor may elect to use an independent system with a seamless interface with the University Hospital Billing System, currently EPIC. If the contractor elects to use an independent system University Hospital will provide weekly and daily information for the accounts within the scope of this RFP, the contractor must accept HL7 files. The contractor

will provide files of memos and other account information for automatic loading into the EPIC system.

- 3.1.8. The contractor will be required to perform weekly reconciliation of cash and adjustments transactions as well as financial class changes in order to ensure current and accurate information in both systems.
- 3.1.9. The contractor must provide evidence of adequate staffing levels with competent experienced staff, phone systems and computers to provide the services requested. The contractor must continue to maintain the staffing levels and equipment needed at their own expense for the duration of the contract. Staff must adhere to University Hospital's policies and procedures such as but not limited to Attendance Control, Code of Conduct and Dress Code.
- 3.1.10. The University Hospital must approve all letters and communications prior to being sent out by the contractor for UH accounts. All letters requesting payment must include verbiage indicating that payments must be sent directly to the hospital.
- 3.1.11. The contractor shall, within 30 days of the inception date of the contract, make available for training all appropriate staff regarding the use of UH's computer system.
- 3.1.12. The contractor must accept and provide data to UH or its designee in a variety of electronic and manual formats such as but not limited to: hard copy reports, CD ROM, disc, FTP, Email or other formats as requested by UH. The contract must fully comply with HINT and HIPPA regulations, both, as they are defined currently and any and all future requirements.
- 3.1.13. The contractor must submit their corporate compliance policy.
- 3.1.14. The contractor is required to comply with all University Hospital compliance training and testing policies.
- 3.1.15. The contractor is required to adhere to UH Patient Accounts billing, follow-up and payment processing protocols.
- 3.1.16. The contractor will be available for regular status meetings with the University Hospital, whether that be monthly, weekly, and at UH's request.
- 3.1.17. The contractor must have a courier that will pick up and deliver documentation to and from the hospital.
- 3.1.18. The contractor will provide assistance with any special projects that may arise.
- 3.1.19. The contractor must remit all checks, money orders, credit card authorizations or any other form of payment, paid to them, to the Patient Accounts Department of University Hospital.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.1.

____ Y (Yes) ____ N (No)

3.2. Staffing Requirements

- 3.2.1. Staffing should be sufficient to ensure that all accounts referred are addressed in a timely and efficient manner.

- 3.2.2. The contractor shall be responsible for the training and monitoring of its Customer Service Staff's performance.
- 3.2.3. For every 250 telephone calls, UH requires the contractor assign one full time employee.
- 3.2.4. The contractor must provide an on-site staff member during business hours to accommodate any walk-in patient inquires. This Staff must have billing experience in order to adequately assist patients. This staff must be bilingual (Spanish/English). This staff will be included in administrative cost and not a per-diem employee.
- 3.2.5. The contractor must provide on-site staff to participate in reviewing accounts chosen for audit on a quarterly basis. The staff size will be proportionate to the size of the audit.
- 3.2.6. The contractor may be asked to provide staff to work in the hospital as Financial Assistance Advisors. This staff would be considered temporary staff working on behalf of the hospital and not working the accounts within the scope of this RFP.
- 3.2.7. The contractor will be responsible for any and all activity related to the resolution of a self-pay debt.
- 3.2.8. All activity with reference to self-pay collections must adhere to the bad debt policy of University Hospital as well as all UH guidelines for billing and customer service.
- 3.2.9. The contractor will be responsible for follow up activities relating to the disposition of telephone calls, dunning notices and/or correspondence, regardless of whether the account has been referred to the contractor or not.
- 3.2.10. The contractor will ensure telephone inquiries for customer will be responded to within one (1) business day.
- 3.2.11. The contractor must achieve customer complaint resolution in a timely and efficient manner, maintaining the highest standard of customer service. All customer complaints must be tracked. Customer service complaints must be addressed within 24-48 hours.
- 3.2.12. The contractor will be responsible to handle all correspondence related to accounts within the scope of this RFP.
- 3.2.13. The contractor must maintain electronic copies of all correspondence received.

- 3.2.14. The contractor must perform electronic skip tracing on all returned mail and have the ability to provide UH with scanned copy of returned mail documentation for Medicare bad debt audits.
- 3.2.15. The contractor is expected to document all customer service interactions, into UH's computer system.
- 3.2.16. The contractor will be responsible for performing allowances on any accounts within the self-pay portfolio, when applicable. Allowances relating to payment must be performed in EPIC within five (5) days of payment posting. This includes any manual bad debt allowances and Medicare Charity Care allowances.
- 3.2.17. The contractor will be responsible for review of self-pay accounts to ensure compliance with UH bad debt policy prior to any bad debt write off (manual or automatic).
- 3.2.18. The contractor will not be permitted to accept any payment compromises of the total bill without prior approval of the designated UH representatives. The contractor will be required to furnish, with any proposal for a compromise settlement, a review of the relevant facts and the contractor's recommendations.
- 3.2.19. The contractor will be assigned Commercial Denial projects at the discretion of UH. All billing and follow-up must be completed in the UH Billing system.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.2.
___ Y (Yes) ___ N (No)

3.3. Statements and Collection Letter Requirements

- 3.3.1. UH will provide a file of patient statements for printing and mailing by the contractor.
- 3.3.2. All statements must be produced and mailed on a daily basis within 24 hours of receipt of the data file.
- 3.3.3. Statements must be produced on approved hospital stationary.
- 3.3.4. The contractor is responsible for the creation and mailing of all collection letters at appropriate intervals in the life cycle of the self-pay account.
- 3.3.5. Statements must be printed on 8.5 inch by 11-inch paper.

- 3.3.6. Statements and letters must mail letters using First Class Postage.
- 3.3.7. The Contractor must bar code the envelopes in compliance with the United States Postal Service regulations.
- 3.3.8. The Contractor must include a return envelope with each correspondence.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.3.
___ Y (Yes) ___ N (No)

3.4. Insurance Discovery Requirements

- 3.4.1. When the contractor discovers third party insurance, the contractor must verify eligibility and update UH's computer system with the information.
- 3.4.2. The account will be billed through the hospital computer system and the contractor will have no more responsibility to work the account.
- 3.4.3. All insurance information must be entered into EPIC within three (3) days of receipt of information.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.4.
___ Y (Yes) ___ N (No)

3.5. Charity Care and Medicaid Family Care Requirements s

- 3.5.1. Accounts will be kept by the Contractor for the 120-day self-pay cycle.
- 3.5.2. UH may grant extension on a case-by-case basis for accounts with a pending application status.
- 3.5.3. All New Jersey Family Care and Presumptive Eligibility applications will be done through the state system, as appropriate.
- 3.5.4. The contractor will complete Charity Care Applications on accounts aged 60 days from bill date. All Charity Care applications completed by the contractor on accounts must be approved by UH and be completed in accordance with current State of New Jersey Charity Care regulations. All such completed applications must be submitted to UH within five (5) days of completion and must include documentation of Medicaid and Medicare (age 65 and over) eligibility verification. Only the account listed as the Initial Date of Service covered by the application (Charity Care or Medicaid) will be considered for commission fee

payment. Subsequent visits covered by the same application will not be paid. Fees will be based on Charity Care/Medicaid pricing not total charges.

- 3.5.5. Charity Care applications that cover only a specific date of service must not exceed 5% of the total applications submitted on any monthly invoice (invoice must identify date of service applications). Commission fee will not be paid for applications that exceed the 5% threshold.
- 3.5.6. The contractor must maintain electronic copies of Charity Care applications completed by them and supporting documentation.
- 3.5.7. UH staff will submit all Charity Care and Medicaid claims and claims corrections to the Fiscal Intermediary and post all allowances and pricing information to the hospital's computer system. The contractor will ensure that all Charity Care claims attributable to them are processed through the claims processing Intermediary, currently Unisys. The contractor will also ensure claims are reconciled monthly to avoid untimely claim filing. If the contractor's claims are not processed to the Intermediary and the hospital determines at its sole discretion that the contractor failed to reconcile or notify the hospital of non-processed claims, UH reserves the right to have the contractor deduct the claim at the prevailing Medicaid rate.
- 3.5.8. The contractor must have the ability to guarantee that completed Charity Care applications will pass State of New Jersey audits. UH reserves the right to adjust vendor invoices for all completed applications that fail State of NJ audits by the weighted dollars of failure (as defined in the NJ Department of Health Care for the Uninsured Guidelines), as opposed to the fee paid on the account to the contractor.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.5.
___Y (Yes) ___N (No)

3.6. Commercial Denial

3.6.1. Denial Identification & Categorization:

- 3.6.1.1. Review remittance advice and denial codes
- 3.6.1.2. Classify denials: technical (e.g. coding errors) vs. clinical (e.g., medical necessity)

3.6.2. Root Cause Analysis

- 3.6.2.1. Investigate denial reasons using payer feedback and internal audits
- 3.6.2.2. Track trends by paper, department, and denial type

3.6.3. Appeals Management

3.6.3.1. Prepare and submit timely appeals with supporting documentation

3.6.3.2. Coordinate peer-to-peer reviews for clinical denials

3.6.4. Documentation & Coding Review

3.6.4.1. Ensure accurate and complete clinical coding documentation

3.6.4.2. Collaborate with HIM and coding teams to correct and prevent errors

3.6.5. Payer Communication

3.6.5.1. Liaise with commercial payers to clarify denial reasons

3.6.5.2. Negotiate resolution and escalate disputes when necessary

3.6.6. Reporting & Analytics

3.6.6.1. Monitor KPIs like denial rate, overturn rate, and appeal turnaround time

3.6.6.2. General monthly denial dashboards for leadership

3.6.7. Training & Compliance

3.6.7.1. Educate staff on payer guidelines and documentation standards

3.6.7.2. Stay updated on regulatory changes and payer policies

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.6.

 Y (Yes) N (No)

3.7. Reporting Requirements

3.7.1. The Contractor must provide weekly and/or monthly reports as well as ad-hoc reports that may be required, at the request of UH.

3.7.2. All reports must be produced in electronic and hard copy formats.

3.7.3. Report types include but are not limited to: inventory status reports; performance recovery analysis by aging category; insurance discovery reports, showing analysis of accounts with insurance discovery; Call Center Stats to include daily weekly and monthly call volumes with detailed analysis; and Charity Care / Medicaid performance reports, showing the total number of applications started, completed, approved and denied. Trend analysis and recovery status for all commercial denial projects assigned.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.7.

 Y (Yes) N (No)

3.8. Customer Service SLA Requirements

Customer Service staff must adhere to the following standards:

- 3.8.1. Average Speed to answer calls: 80% to 90% within 20 seconds
- 3.8.2. Abandonment rate: 5% to 8% or less
- 3.8.3. Average Time in hold Queue: Not to exceed 2 minutes
- 3.8.4. Returned Calls: 100% within 24 hours

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.8.
___Y (Yes) ___N (No)

4. SPECIAL CONTRACTUAL TERMS AND CONDITIONS

4.1. Contract Term and Extension Option

4.1.1. Contract Term

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

4.1.2. Contract Extension Option

This contract may be extended for all or part of two (2) years additional one-year periods. Any extension of this contract under this provision will be put into effect by mutual agreement between University Hospital and the Contractor, with written notification being provided to the Contractor by University Hospital. 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 Executive Director, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and UH to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than one hundred and twenty (120) 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 UH.

4.3. Precedence of University Hospital's Standard Terms and Conditions

The contract resulting from this procurement shall consist of the following documents:

- This RFP, which hereby incorporates UH's Standard Terms and Conditions
- Any addendum to this RFP
- The Contractor's Bid Proposal
- UH's Contract Term Sheet.

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

4.4. Departure from Bid Specifications or Terms and Conditions

Notwithstanding the forgoing, a bidder's proposal may be deemed **NON-COMPLIANT AND BE REJECTED** and/or be found **non-responsive** if a change is a material departure from the bid

specifications or the terms and conditions of this RFP. The determination of material departure shall be in the sole discretion of University Hospital.

4.5. Insurance

The Contractor shall assume all responsibility for its actions and those of anyone else working for it while engaged in any activity connected with this contract. The Contractor shall carry sufficient insurance to protect it and UH from any property damage or bodily injury claims arising out of the contracted work. Evidence of current insurance coverage shall be provided in the form of a Certificate of Insurance, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract. The Certificate of Insurance should include the solicitation identification number and title of the solicitation. No contract will be issued to the successful bidder until such time as the Contractor has supplied UH with a Certificate of Insurance verifying the above-indicated coverage. The Contractor is not authorized to begin service until UH is in receipt of said certificate.

Liability insurance must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work

In order to prevent any unnecessary delay, bidders may submit evidence of required insurance with their bid.

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

- **Commercial General Liability Insurance** - including contractual liability endorsement, subject to primary limits of coverage of not less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate. If applicable, XCU coverage may be required;

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

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

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

- **Professional Liability insurance** including Technology Errors and Omissions, Privacy and Cyber-Risk (Network Security) Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering Services in connection with this Agreement including acts, errors or omissions in rendering computer or information technology Services, copyright or trademark infringement, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures with a minimum limit of five million dollars (\$5,000,000) each claim and annual aggregate; and

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

- **Errors and Omissions Liability insurance** - with limits of \$2 million/\$2 million; UH to be named as additional insured ATIMA with respect to services provided by contractor pursuant to this proposal contract. If applicable, this insurance may be required.

- All insurers affording coverage are to be rated not less than A- by Bests Insurance Rating Service.

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

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

All required commercial general liability insurance and any required pollution liability insurance coverage shall be maintained throughout the course of the project. Failure to maintain said insurance coverage shall be deemed sufficient cause to immediately terminate the contract without having to show additional cause. **A Certificate of Insurance must be provided to UH Contract Administrator for each year of the contract award.**

Further, said liability insurance coverages shall be subject to an extended reporting period of not less than six years following the completion of the contract/project and, also, shall include completed operations coverage for a period of not less than six years following the completion of the project /contract.

4.6. Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the Contractor and UH.

4.7. Contractor Responsibilities

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

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

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

4.8. Substitution of Staff

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

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

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

4.9. Substitution or Addition of Subcontractor(s)

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

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

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

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

4.10. Ownership of Material

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

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

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

4.11. Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by UH 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 UH contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

4.12. News Releases

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

4.13. Advertising

The Contractor shall not use UH'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 UH.

4.14. License and Permits

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

4.15. Claims and Remedies

4.15.1. Claims

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

As a matter of UH policy, 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 Executive Director's final decision shall be final.

All claims asserted against UH 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.

4.15.2. Remedies

Nothing in the contract shall be construed to be a waiver by UH of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in writing executed by the Executive Director.

4.16. Form of Compensation and Payment

UH's payment terms are Net 45 days.

The Contractor must submit invoices to UH 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 UH before payment will be authorized.

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

4.17. Additional Work and/or Special Projects

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from the Executive Director, Supply Chain Management.

In the event that the need for additional work and/or a special project arises, UH 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 UH. The proposal should provide justification for the necessity of the additional work/special project. The relationship between the additional work/special project being requested and the work required by the Contractor under the base contract must be clearly established by the Contractor in its proposal for performing the additional work/special project. The Contractor's written proposal must provide a detailed description of the

work to be performed, broken down by task and subtask. The proposal should contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

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

Upon receipt of the Contractor's written proposal, it shall be forwarded to the Executive Director 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 Executive Director's written approval. In the event the Contractor proceeds with additional work and/or special projects without the written approval of the Executive Director, it shall be at the Contractor's sole risk. UH shall be under no obligation to pay for work done without the Executive Director's written approval.

4.18. Option to Reduce Scope of Work

UH 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 Executive Director 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 Executive Director, an itemization of the work effort already completed by task or subtasks. The Contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

4.19. Suspension of Work

The Executive Director 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 Executive Director may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Executive Director and the Contractor shall negotiate an equitable adjustment, if any, to the contract price

4.20. Change in Law

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

4.21. Performance Bond

No performance bond is required under this contract.

4.22. Late Delivery and Liquidated Damages

Not applicable under this contract.

4.23. Retainage (Sample)

Not applicable under this contract.

4.24. Diverse and Local Subcontractor Utilization Report

University Hospital encourages all Contractors to subcontract with small, diverse and local firms. Upon contract award, the Contractor shall report all payments made to small, diverse and local business subcontractors to the UH Office of Supplier Diversity and Vendor Development. Reports must be submitted quarterly within 45 days of the close of each calendar quarter using the attached Diverse and Local Subcontractor Utilization Report

4.25. Safety Data Sheets

Not applicable under this contract.

4.26. Contractor's Personnel

4.26.1. Direct Management of Personnel

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

4.26.2. Employees of the Contractor

All parties must clearly understand that all Contractor personnel provided by the Contractor or any of his subcontractors shall be considered employees of the Contractor or subcontractor. Under no circumstances shall these people be considered employees of University Hospital or as independent Contractors. Therefore, the Contractor and any of his subcontractors must provide all functions related to these personnel with respect to their classification as employees. These

functions will include such services as salary, benefits and proper payroll deductions such as federal and state income taxes, disability and unemployment insurance, etc.

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

4.26.3. Employee Conduct

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

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

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

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

University Hospital's Project Manager or their representative is empowered to request that the Contractor replace offending personnel immediately.

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

4.26.4. Criminal Background Check

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

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

4.26.5. 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.

4.27. 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.

4.28. Federal and State Laws and Regulations Regarding Healthcare

University Hospital is committed to compliance with all federal and state laws and regulations regarding the delivery of healthcare, including but not limited to licensing, Stark and anti-kickback laws, Medicare regulations.

All services provided under this bid and the contract award under this bid must comply with all applicable laws. In addition, if a violation comes to the attention of either party, or any changes in the laws or regulations occurs which make the bid or contract entered into between the parties as a result of the bid, to be in violation of any applicable law, then the agreement shall be amended to address the violation or to comply with the change, or terminated if amending will not resolve the violation. University Hospital shall have the option to amend the contract resulting from the RFP in order to comply with all applicable local, State and Federal laws, rules and regulations.

5. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

5.1. General

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

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

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

5.2. Proposal Delivery & Identification

In order to be considered, a bid proposal must arrive at the Department of Purchasing Services in accordance with the instructions in this RFP. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. 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 in hard copy format (NO SPIRAL BOUND OR DOUBLE SIDED) and copy of original one in electronic format, such as USB/Flash Drive. Each bidder should also submit one (1) copy (NO SPIRAL BOUND OR DOUBLE SIDED), 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 no more than 50 pages to one volume, if at all possible, with that volume divided into four (4) sections as indicated below. Additional pages as appendices will not count against limit.

5.5. Section 1 – Forms

5.5.1 Ownership Disclosure Form

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

5.5.2 Affirmative Action

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf. The requirement is a precondition of entering into a valid and binding contract.

5.5.3 Diverse and Local Subcontracting

The bidder should complete the attached Diversity Subcontractor Utilization Plan indicating the suppliers they plan to use and the estimated subcontracting amounts.

5.5.4 Bid Bond

Not applicable under this RFP.

5.5.5 Business Associate Agreement [For contracts that include the exchange of PHI]

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

https://www.uhnj.org/purchweb/documents/HIPPA_BAA.pdf

5.5.6 Business Registration Notice

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek reinstatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder's early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A bidder otherwise identified by the Purchasing Services as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Purchasing Services. A bidder who fails to comply with this requirement by the deadline specified by the Purchasing Services will be deemed ineligible for contract award. Under any circumstance, the Purchasing Services will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

5.5.7 Disclosure of Investment Activities in Iran Form

Pursuant to N.J.S.A. 52:32-58, the Bidder must submit the Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder's failure to submit the completed and signed form will preclude the award of a contract to Bidder. See Section 9 of this RFP for the form. The List of Persons or Entities Engaging in Prohibited Investment Activities in Iran may be found here:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

The form may be found here:

<http://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

5.5.9. Certification Regarding Prohibited Activities in Russia or Belarus

The Bidder should submit the Disclosure of Prohibited Activities in Russia / Belarus Form.

Pursuant to P.L.2022, c. 3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not engaging in prohibited activities in Russia or Belarus, as defined by P.L.2002, c. 3, sec. 1(e). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities. The form may be found here:

<https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf>

A Bidder which is engaged in activities prohibited by P.L. 2022, c. 3 shall not be eligible for award of this contract. Further, a Contractor engaged in prohibited activities shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the Contractor does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, University Hospital shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the hospital that were issued on or after the effective date of P.L. 2022, c. 3, March 9, 2022.

5.6 Section 2 – Technical Proposal

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

5.6.1 Statement of Qualifications

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 UH 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 UH 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 UH 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 UH, including, but not limited to, status meetings, status reports, etc.

5.6.3 Contract Schedule

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

bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology.

5.6.4 Implementation Plan

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

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

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

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

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

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

5.6.5 Potential Problems

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

5.7 Section 3 – Organizational Support and Experience

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

5.7.1 Location

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

5.7.2 Résumés

Detailed current 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.

5.7.3 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.

5.7.4 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.

5.7.5 Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of **current and recent** 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.

5.7.6 Diversity Status of Bidder

5.7.6.1 The bidder should provide evidence of its certification as a small, minority, women, LGBT, or veteran owned business entity, if applicable.

5.7.6.2 The bidder should provide evidence of its status as a local (Newark or Primary Service Area) business enterprise, if applicable.

5.7.6.3 The bidder should provide the percentage of its total contracting and procurement spend for the prior year which was spent with small, women, minority and veteran-owned business enterprises, and with local business enterprises.

5.7.6.4 The bidder should indicate the percentage Bidder will subcontract, if any, with certified small, women, minority and veteran-owned business enterprises and with local business enterprises should it be awarded this contract. The bidder should complete the attached Diversity Subcontractor Utilization Plan indicating the suppliers it plans to use and the estimated subcontracting amounts.

5.7.7 Subcontractor(s)

5.7.7.1 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.

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

5.7.7.3 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.

5.7.7.4 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 Diversity Subcontractor(s)

5.8.1 UH encourages all suppliers to make good faith efforts to seek out and provide contracting opportunities to and document the use of second tier diverse and local suppliers.

5.8.2 Bidders which intend to subcontract should submit with their proposal the attached Diversity Sub-Contractor Utilization Plan listing the subcontractors proposed and the expected subcontract value.

5.8.3 The bidder should include in its proposal detailed descriptions of services to be provided by each subcontractor, referencing the applicable Section or subsection of this RFP.

5.9 Section 4- Cost Proposal

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

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

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

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

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

5.9.4 Failure to submit signed Section 8.0 Cost Proposal will result in your bid being considered non-responsive.

6 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Proposal Evaluation Committee

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

6.2 Oral Presentation and/or Clarification of Bids

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

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

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

6.3 Evaluation Criteria

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

6.3.1 The bidder's general approach and plans to meet the requirements of this RFP.

6.3.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.

6.3.3 The bidder's documented experience in successfully completing contracts of a similar size and scope of those required by this RFP.

6.3.4 The bidder's status as a certified small, minority-owned, women-owned, veteran-owned, LGBT-owned, or Local Business Enterprise, and its declared intent to engage diverse and local subcontractors.

6.3.5 The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.6 The bidder's cost proposal.

University Hospital's Right to Consider Additional Information

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

6.3.8 The Executive Director may consider such other factors that, in the opinion of the Executive Director, are important in evaluating the bidder's proposal and awarding contracts as determined to be in the best interest of University Hospital.

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

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

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

6.3.12 University Hospital reserves the right to conduct site inspections of any facility(s) serviced by the bidder(s) to assist in judging the bidder's ability to provide the services required by this RFP. This applies to all facilities serviced by the bidder or any sub-contractor to the bidder. This right extends to all facilities of which University Hospital 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.

6.4 RIGHT TO WAIVE

The Executive Director reserves the right to waive minor irregularities. The Executive Director also reserves the right to waive a requirement provided that:

- (1) The requirement is not mandated by law;
- (2) All of the otherwise responsive proposals failed to meet the mandatory requirement; and
- (3) In the sole discretion of the Executive Director, the failure to comply with the mandatory requirement does not materially affect the procurement or UH's interests associated with the procurement.

6.5 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, UH 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 UH'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 price. 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 price proposal is not higher cost than the original price proposal. Any revised price proposal that is higher in cost than the original price proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of price 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.

UH 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 Executive Director for award the responsible bidder(s) whose proposal(s), conforming to the RFP, is most advantageous to UH, price and other factors considered. The Executive Director may accept, reject or modify the recommendation of the Evaluation Committee. The Executive Director may negotiate further cost reductions with the selected bidder.

Negotiations will only be conducted in those circumstances where they are deemed by UH to be in UH's best interests and to maximize UH's ability to get the best value. Therefore, bidders are advised to submit their best technical and price proposals in response to this RFP, because UH 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.

NOTE: If UH contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each bidder will be publicly announced at the proposal submission opening.

6.6 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to UH, price and other factors considered. Any or all bids may be rejected when the Executive Director determines that it is in the public interest to do so.

6.7 Bidder's Option to Challenge the Bid Specification or Contract Award

Except in cases of emergency, under current UH policy, a bidder may challenge the bid specification or a proposed contract award.

For a protest of bid specification, the challenge must be received by the UH buyer of record with a copy to the Executive Director of Supply Chain Management ("Executive Director") no later than 5:00PM EPT on the second business day after the close of the question and answer period. Any protest of bid received after the deadline shall be rejected as untimely, and the Hospital shall proceed to evaluate all proposals timely received under this RFP.

A bidder's protest of award must be submitted to the buyer of record with a copy to the Executive Director within ten (10) business 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 has been made to another bidder. The protest period may be shortened by the Executive Director 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 bidders 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 timely protest of bid or 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 UH award of the contract.

A timely filed protest will be reviewed and addressed with reasonable promptness. If deemed necessary by the Executive Director, a hearing may be held on the merits of the protest. In all cases, the Executive Director will notify the bidder of any process or filing requirements and the final determination thereof.

7 BIDDER’S RESPONSE OF “NO” TO SCOPE OF WORK REQUIREMENTS

The bidder should provide information for which a “NO” answer is given to any of the Scope of Work Requirements in Section 3.0. The information should include a thorough explanation for not meeting the requirement and alternative which may substitute the requirement.

3.1	_____
3.2	_____
3.3	_____
3.4	_____
3.5	_____
3.6	_____
3.7	_____
3.8	_____



8 **PRICE SHEET AND SUPPORTING DETAIL**

**UH-P26-002: CHARITY CARE ELIGIBILITY & SELF-PAY ACCOUNTS RECEIVABLE
MANAGEMENT SERVICES FOR UNIVERSITY HOSPITAL**

DO NOT DEVIATE FROM THE PRICE SHEET, IT MAY CAUSE DISQUALIFICATION.

The proposed pricing **MUST** remain firm for the entire contract period including any optional 4th and 5th year extensions.

Bidder's Cost Proposal shall contain an **all-inclusive total cost, including all travel, expenses and overhead (i.e. parking fees)**. All pricing must be all expenses included and based on Net 45-day payment terms.

	Description	Fees
8.1	Patient Payments (all-inclusive flat rate percentage charge for assigned collections, including but not limited to, administrative costs, postage, telephone and travel):	_____ %
8.2	Charity Care/NJ Family Care Application Priced/Paid:	_____ %
8.3	Insurance Discovery Fee (flat fee contingent upon payment receipt):	\$ _____
8.4	Statement Production and Mailing Services (including postage):	\$ _____
8.5	On-Site Financial Advisor Staff	_____
8.6	Commercial Denial	_____ %
8.7	All-Inclusive Hourly Rate Price Schedule for 4.17 (Additional Work and/or Special Projects) and 5.9.3:	See Below

Bidder's Name: _____

For 8.7: Bidders are to submit in the bidding price line below the amount UH will be charged for any required services in section of the RFP identified above. Quotations will be requested from Contractors, when necessary, as requirements arise in accordance with 4.17. **No Offshore Staffing Permitted.** If you require additional lines, please use the format below.

Job Title	Description	(Hourly) Rate	Markup %	UH Bill Rate

***If you require additional lines, please use the format above.**

Bidder's Name:

Contact Person Name and Title:

Telephone & Fax No.:

E-mail Address:

Signature:

Date Signed:

9 **REQUIRED FORMS**

9.1 The following forms **MUST** be submitted with the bidder's proposal, or the proposal will be found non-responsive:

- Completed Original – **MUST BE COMPLETED & SIGNED** - RFP Cover Sheet
- Section 3.0 Scope of Work with Yes or No checked and accompanying explanation for any areas checked "No".
- Completed Ownership Disclosure Form –**MUST BE COMPLETED and SIGNED**- Attached
- Technical Response to Section 5.6, 5.7 and if applicable, 7.
- Business Associate Agreement: **MUST be signed-Attached**
- Business Registration Certificate (BRC)- <http://www.state.nj.us/treasury/revenue/busregcert.shtml>
- W-9 Form - <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Section 8- Price sheet **MUST be signed**.

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

- Certificate of Liability Insurance
- Disclosure of Investment Activities in Iran Form:
<http://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>
- Certification Regarding Prohibited Activities in Russia or Belarus:
<https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf>
- Certificate of Employee Information Report/Certificate:
https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302/instructions.pdf

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 addition 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 UH, 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 of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

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

Date: _____	_____ Signature
	_____ Name
	_____ Title

FEIN # _____

University Hospital Supplier Diversity and Vendor Development Program

It is the policy of University Hospital to encourage and afford contracting opportunities for diverse and local suppliers while ensuring that it receives the highest quality products and services at the most economical cost. The UH Supplier Diversity Program is founded on the principles of fair and equitable business practices and social responsibility to the communities we serve. We are committed to be a valuable, contributing member of those communities. Supplier diversity is an important part of that commitment.

A wide range of suppliers is needed to support University Hospital's clinical and business operations. Through our Supplier Diversity Program, we are dedicated to diversifying our supplier base to include minority-owned, women-owned, veteran-owned, LGBT-Owned, small, and local businesses wherever possible. We actively seek to include diverse suppliers in bidding opportunities wherever possible.

A Diverse Supplier is a University Hospital supplier certified as one of the following:

- **Minority Business Enterprise (MBE)** - An enterprise presently located in the United States or its trust territories that is at least 51% owned by African Americans, Hispanic Americans, Native Americans, Asian Indian Americans or Asian Pacific Americans. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the following organizations: National Minority Supplier Development Council (NMSDC); National Minority Business Council (NMBC); NY/NJ Minority Supplier Development Council; US Pan Asian Chamber of Commerce (USPAACC).
- **Woman Business Enterprise (WBE)** - An enterprise presently located in the United States or its trust territories that is at least 51% owned, controlled, and operated by a woman or women of US citizenship. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the Women's Business Enterprise National Council (WBENC).
- **Veteran Business Enterprise (VBE)** – An enterprise presently located in the United States or its trust territories that is at least 51% owned, controlled, and operated by one or more individuals who have performed active service in one of the United States armed services and have been honorably discharged. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the following organizations: US Department of Veteran Affairs (VA); National Veteran Business Development Council (NVBDC).
- **LGBT Business Enterprise (LGBTE)** - An enterprise presently located in the United States or its trust territories that is at least 51% owned, controlled, and operated by a gay, lesbian, bisexual or transsexual individual of US citizenship. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the National LGBT Chamber of Commerce (NGLCC)
- **Small Business Enterprise (SBE)** - A small business (as defined pursuant to Section 3 of the Small Business Act) presently located in the United States or its trust territories. The Small Business Act states that a small business concern is "one that is independently owned and operated, and which is not dominant in its field of operation." The law also states that in determining what constitutes a small business, the definition will vary from industry to industry to reflect industry differences accurately. Verification is provided by The Small Business Administration, and New Jersey Department of Treasury, Division of Revenue, which maintains the NJSAVI Database.
- **Local Business Enterprise (LBE)** - An enterprise with its headquarters or significant business operations physically located in Newark, NJ or University Hospital's Primary Service Area, which includes, in addition to Newark, Belleville, Bloomfield, East Orange, Elizabeth, Harrison, Hillside, Kearny, North Arlington, Nutley, Orange, Union and West Orange, NJ.

University Hospital has established a goal of awarding 15% of all contracts to diverse and local suppliers. To that end, UH will:

- Actively seek out and solicit the participation of diverse and local suppliers in all procurement activities where feasible.
- Prequalify and register diverse and local suppliers through the UH Supplier Diversity Portal.
- Provide vendor education and training opportunities to help diverse and local suppliers better understand how to meet the hospital's business needs.
- Seek to remove barriers to diverse and local suppliers, and appropriately weigh diversity in evaluating bidder proposals.
- Challenge our suppliers to make good faith efforts to seek out and provide contracting opportunities to and document the use of second tier diverse and local suppliers.

Diversity Sub-Contractor Utilization Plan
(Submitted with Bidder's Proposal, if applicable)

Prime Vendor	Project Name
Date	Contract Number
Project Coordinator	
Representative	Phone #
Street Address	
City, State	

Prime Vendor Representative - Please fill in the following sub-contractor information. List diversity subcontractor vendor type as follows: MBE; WBE; VBE; SBE; Local. Photocopy this form as needed to list all subcontractors you will be utilizing for this awarded contract.

Sub-Contractor/Vendor Name	Type: __
Contact Person	
Address	
Phone #	
Expected Payments to Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Sub-Contractor/Vendor Name	Type: __
Contact Person	
Address	
Phone #	
Expected Payments to Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Prepared By: _____ Phone #: _____
 Print Name

Print Title

Signature

Return to: UH Executive Director of Supply Chain
65 Bergen Street, 12th Floor
Newark, New Jersey 07103

Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into as of _____ (“Effective Date”) by and between University Hospital, a body corporate and politic, and an instrumentality of the State of New Jersey, having its principal offices at 150 Bergen Street, Newark, New Jersey 07103 (hereinafter referred to as “Covered Entity”) and _____, having its principal offices at _____ (hereinafter referred to as “Business Associate”) (the “Covered Entity” and “Business Associate” hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”).

The Parties also have entered into an RFP # UH-P26-002: Charity Care Eligibility & Self-Pay AR Management Services made effective on _____ (“Underlying Agreement”). Any conflict between the terms of this BAA and the Underlying Agreement between the Parties shall be governed by the terms of this BAA.

WITNESSETH

WHEREAS, the purpose of this BAA is to satisfy certain requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) (“HITECH”), and associated federal rules that requires the Covered Entity to obtain written assurances from the Business Associate that the Business Associate will appropriately safeguard protected health information (“PHI”) as defined under the HIPAA Rules referenced below; and

WHEREAS, the Business Associate recognizes and is willing to comply with the specific requirements pursuant to HIPAA, HITECH, and the Omnibus Final Rule (2013); and

WHEREAS, in connection with the Underlying Agreement, the Covered Entity has or shall engage the Business Associate to provide services involving the use or disclosure of PHI;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth in the Underlying Agreement and contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions

1.1. General. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Required By Law, Secretary, Security Incident, Subcontractor, and Unsecured PHI. Terms used, but not otherwise defined in this BAA, shall have the same meaning as those terms are given when defined in the HIPAA Rules.

1.2. Specific Definition. “HIPAA Rules” shall mean the regulations promulgated under HIPAA by the United States Department of Health and Human Services including, but not limited to, the HIPAA Privacy Regulations (45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and E); the HIPAA Security Regulations (45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and C); and the HIPAA Breach Notification Regulations (45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and D); all as amended by the HIPAA Omnibus Final Rule, and as otherwise may be amended from time to time.

2. Obligations and Duties of Business Associate

The Business Associate agrees to:

2.1. Not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.

2.2. Use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

2.3. In accordance with this Section 2.3, immediately report to the Covered Entity any use or disclosure of PHI by the Business Associate and/or its Subcontractors not provided for by this BAA of which it becomes aware, including, but not limited to, Breaches of Unsecured PHI as required at 45 C.F.R. §164.410, and any Security Incident of which it becomes aware. Upon discovery a Breach of PHI or a Security Incident, Business Associate shall provide immediate oral notification of the Breach or Security Incident to the Privacy Officer of the Covered Entity. Business Associate shall also provide written notification of the Breach to the Covered Entity, no later than five (5) days after discovery of the Breach or Security Incident, and the content of such notice shall be consistent with 45 CFR § 164.410. If Business Associate has been advised, orally or in writing, by law enforcement officials that notification of affected individuals may impede a criminal investigation, Business Associate shall so inform the Covered Entity. Notwithstanding any other provision of this BAA, Business Associate agrees to reimburse the Covered Entity for any and all reasonable expenses (e.g., cost of mailing, media, credit monitoring, etc.) incurred by the Covered Entity in carrying out the obligations of the Covered Entity under the HIPAA Rules to notify individuals affected by a Breach or Security Incident of Business Associate or its Subcontractor. In the alternative and upon agreement of the Parties, Business Associate may directly undertake all or parts of such obligations and expenses in lieu of the herein provided reimbursement.

2.4. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate, or a Subcontractor of Business Associate, in violation of the requirements of this BAA, and consult with the Covered Entity regarding such mitigation.

2.5. In accordance with 45 C.F.R. §§164.502(e) (1) (ii) and 164.308(b) (2), if applicable, Business Associate shall require any subcontractors (including, without limitation, independent contractors or agents, (“Subcontractor”)) that create, receive, maintain, or transmit PHI on behalf of the Business Associate to enter into a written agreement with Business Associate whereby Subcontractor agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI. Such agreement shall identify the Covered Entity as a third-party beneficiary with rights of enforcement in the event of any violations. If Business Associate discovers a material breach or violation of the agreement between itself and any Subcontractor, Business Associate must require the Subcontractor to correct the violation or terminate said agreement. The Business Associate shall be permitted to engage the use of a Subcontractor to perform or assist in the performance of the services that involve use or disclosure of PHI to the Subcontractor or creation of PHI by the Subcontractor only if approved in writing by the Covered Entity.

2.6. Make available PHI in a Designated Record Set to the Covered Entity or, as directed by the Covered Entity, to an Individual as necessary to satisfy the Covered Entity’s obligations under 45 C.F.R. §164.524, no later than thirty (30) days from the date on which the Covered Entity makes the request. Business Associate agrees, upon the direction of the Covered Entity, to provide an Individual with a copy of his or her Electronic Health Record in electronic format.

2.7. Make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. §164.526, or take other measures as necessary to satisfy the Covered Entity’s obligations under 45 C.F.R. §164.526, no later than fifteen (15) days from the date on which the Covered Entity makes the request.

2.8. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy the Covered Entity’s obligations under 45 C.F.R. §164.528.

2.9. To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.10. Make its internal practices, books, and records available to the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.

2.11. In the event the Business Associate receives a request from an Individual in connection with any of such Individual’s PHI (whether a request for access, amendment, accounting of disclosures or any other request of any nature or description), the Business Associate shall immediately notify the Covered Entity of such request and cooperate with the Covered Entity’s instructions in responding to such request.

2.12. The Business Associate shall immediately cooperate with the Covered Entity to amend, restrict or change any use or disclosure of any Individual's PHI in the Business Associate's control or within the control of a Subcontractor.

2.13. Business Associate shall implement and use such technologies and methodologies, including without limitation, Encryption and Destruction, which the Secretary of HHS identifies from time to time as rendering PHI unusable, unreadable, or indecipherable to unauthorized individuals, as appropriate to safeguard PHI.

3. Permitted Uses and Disclosures by Business Associate

3.1. Except as otherwise limited in this BAA, Business Associate may use and/or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such uses and/or disclosures would not violate the requirements of the HIPAA Rules, if done by Covered Entity.

3.2. Since the Business Associate is providing or shall provide services as necessary to perform its obligations to the Covered Entity as set forth in the Underlying Agreement that may involve the receipt, creation, or other uses of any nature or description of PHI, the Business Associate agrees, except as otherwise provided in this BAA, to use or disclose PHI only as necessary to perform the Services for the Covered Entity.

3.3. The Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's Minimum Necessary policies and/or procedures.

3.4. The Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are Required by Law, or the Business Associate obtains the following:

3.4.1. Written approval from the Covered Entity; and

3.4.2. Reasonable assurances from the person to whom the PHI is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and (ii) the person will immediately notify the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been Breached.

3.5. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity if requested by the Covered Entity in writing.

3.6. The Business Associate shall not use de-identified PHI in any manner without the express written authorization of the Covered Entity.

4. Remedies in Event of Breach; Indemnification

4.1. Business Associate agrees and acknowledges that irreparable harm will result to Covered Entity and to its business, in the event of a breach by Business Associate of any covenants, duties, obligations and assurances in this BAA, and further agrees that remedy at law for any such breach may be inadequate and that damages resulting therefrom are not susceptible to being measured in monetary terms. In the event of any such breach or threatened breach by Business Associate, Covered Entity shall be entitled to (i) immediately enjoin and restrain Business Associate from any continuing violations and (ii) reimbursement for reasonable attorneys' fees, costs and expenses incurred as a proximate result of the breach. The remedies in this Section 4 shall be in addition to any action for damages and/or other remedy available to Covered Entity for such breach.

4.2. Business Associate shall defend, indemnify, and hold Covered Entity and Covered Entity's owners, governors, trustees, shareholders, members, partners, directors, managers, officers, employees, agents, representatives, successors and assigns (collectively, the "Covered Entity Parties") harmless from and against any and all claims, demands, losses, expenses, costs, obligations, damages, liabilities, of any nature or description including, without limitation, interest, penalties and reasonable attorneys' fees which the Covered Entity Parties may incur, suffer or

sustain, which arise, result from or relate to any breach of or action by Business Associate or a Subcontractor to perform any of such party's representations, warranties, covenants, or agreements under this BAA. The obligations of Business Associate under this Section shall survive termination of this BAA.

5. Term and Termination

5.1. Term. The term of this BAA shall commence on the Effective Date of the BAA and shall terminate upon the expiration of the Underlying Agreement, provided that if it is infeasible to return or destroy PHI in a manner rendering it unrecoverable after termination of the BAA, Business Associate will continue to safeguard the PHI in accordance with Section 5.3 below.

5.2. Termination by Covered Entity. The Covered Entity may terminate this BAA upon five (5) days' written notice, if the Covered Entity determines that the Business Associate has violated a material term of this BAA and the Business Associate has not cured the breach to the satisfaction of the Covered Entity during then five (5) day notice period.

5.3. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, the Business Associate, with respect to PHI received from the Covered Entity, or created, maintained, or received by the Business Associate on behalf of the Covered Entity, shall: (i) retain only that PHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities as approved by the Covered Entity in writing after the Covered Entity has an opportunity to consider whether any PHI must be reasonably retained by the Business Associate for such purposes; (ii) return to the Covered Entity or, if agreed to by the Covered Entity in writing, destroy the remaining PHI that the Business Associate and/or any Subcontractors still maintain in any form; (iii) continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as the Business Associate retains any PHI as approved by the Covered Entity in writing; (iv) not use or disclose the PHI retained by the Business Associate (and ensure that any Subcontractors agree to also not use or disclose) other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this Section 5.3, and in accordance with all protections and restrictions on the use and disclosure of PHI as contained in this BAA; and (v) return to the Covered Entity (or, if agreed to by the Covered Entity in writing, destroy the PHI) retained by the Business Associate when it is no longer needed by the Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.4. Survival. The obligations of Business Associate under this Section 5 shall survive the termination of this BAA.

6. No Third-Party Rights

Except as expressly provided in Section 2.5 above, nothing in this BAA, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, association, or legal entity other than the Parties, any rights, remedies or other benefits under or by reason of the BAA. Accordingly, no third party shall have the right to enforce the provisions of the BAA or any other document relating to this BAA.

7. Miscellaneous

7.1. Severability. In the event that any provision of this BAA is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this BAA will remain in full force and effect.

7.2. Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

7.3. Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

7.4. Notices. Any notice required or permitted under this BAA to be given, unless otherwise specified, shall be made in writing and shall be sent either by hand delivery and/or by overnight mail through a courier with a reliable system for tracking delivery to:

To: UNIVERSITY HOSPITAL

Name/Title: Privacy Officer
Office of Ethics & Compliance

Address: University Hospital
3 Penn Plaza, 13th Floor
Newark, NJ 07105

To: BUSINESS ASSOCIATE

Name/Title:

Address:

Email:
Phone #

7.5. Assignment. This BAA applies to the services being provided by Business Associate and may not be assigned without the written consent of Covered Entity. An agreement with a Subcontractor that complies with the requirements of this BAA shall not be an assignment for the purposes of this BAA.

7.6. Governing Law; Venue. This BAA shall be governed by, construed, interpreted and enforced under the laws of the State of New Jersey, without regard to its choice of law provisions.

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

7.8. Headings. Section headings contained in this BAA are for convenience or reference only and shall not be deemed a part of this BAA or have any binding legal effect.

7.9. Counterparts. This BAA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto agree to the above as written.

COVERED ENTITY:
UNIVERSITY HOSPITAL

BUSINESS ASSOCIATE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

rev. v62025

AFFIRMATIVE ACTION DOCUMENTATION

Dear Vendor:

As a State instrumentality, 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, you must provide only one of the following documents with your bid/proposal response.

A State of New Jersey "Certificate of Employee Information Report Approval," or

A Form AA/302 Affirmative Action Employee Information Report, with proof your request has been sent to the State for the certificate.

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