

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

PROPOSAL

GENERAL CONDITIONS AND DETAILED SPECIFICATIONS

FOR

X-RAY AND ULTRASOUND DIAGNOSTIC SERVICES

AT ROOSEVELT CARE CENTER FACILITIES

CONTRACT NO. 18-01

Leonard J. Roseman
CHAIRMAN

H.James Polos
EXECUTIVE DIRECTOR

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

FURNISH AND DELIVER

X-RAY AND ULTRASOUND DIAGNOSTIC SERVICES

ROOSEVELT CARE CENTER FACILITIES

CONTRACT NO. 18-01

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DETAILED SPECIFICATIONS

- 00600 X-Ray and Ultrasound Diagnostic Services

Middlesex County Improvement Authority
Furnish and Deliver X-Ray and Ultrasound Diagnostic Services
at Roosevelt Care Center Facilities

NOTICE TO BIDDERS

Sealed Bids to Furnish and Deliver X-Ray and Ultrasound Diagnostic Services at Roosevelt Care Center Facilities will be received by the Middlesex County Improvement Authority (Authority) at their office, Middlesex County Improvement Authority, 101 Interchange Plaza, Suite 202, Cranbury, New Jersey 08512 (Physical Location - South Brunswick, New Jersey) until 11:00 a.m., prevailing time, on Thursday, January 25, 2018 at which time and place the Bids will be publicly opened and read aloud. Bids received after said time shall be rejected. The Contract consists of furnishing and delivering X-Ray and Ultrasound Diagnostic Services at Roosevelt Care Center Facilities for the Middlesex County Improvement Authority.

INDIVIDUALS AND/OR FIRMS ARE TO SUBMIT ORIGINAL AND THREE (3) COPIES OF THEIR RESPONSE, AND SHALL TITLE THE SERVICE AS INDICATED ABOVE; FURNISH AND DELIVER FOOD SERVICE MANAGEMENT AT ROOSEVELT CARE CENTER FACILITIES

All Bids shall be made on forms furnished and shall be enclosed in a sealed envelope marked on the outside with "FURNISH AND DELIVER X-RAY AND ULTRASOUND DIAGNOSTIC SERVICES AT ROOSEVELT CARE CENTER FACILITIES," and directed to the attention of Kevin McQueeney, Qualified Purchasing Agent, Middlesex County Improvement Authority, 101 Interchange Plaza, Suite 202, Cranbury, New Jersey 08512 (Physical Location - South Brunswick, New Jersey). The name of the Bidder, Bidder's address and the date of the bid opening shall be plainly marked on the outside of the envelope.

Specifications and Bidding Documents may be examined at the office of the Middlesex County Improvement Authority, 101 Interchange Plaza, Suite 202, Cranbury, New Jersey 08512 (Physical Location South Brunswick, New Jersey). Copies of the Bidding Documents may be obtained at the office of the Authority on or after, Tuesday January 9, 2018 between 9:00 a.m. and 4:30 p.m. The Authority is not responsible for full or partial sets of Bidding Documents, including any addenda, obtained from any other source. Bidders may also obtain copies of the Specifications and bidding documents by visiting the Authority's website at <http://www.mciauth.com/publicnotice.htm>. Bidders obtaining copies on the website are responsible for monitoring the website for the issuance of any addenda.

Each Bid must be accompanied by bid security in the amount of Ten Percent of the Bid not to exceed the sum of Twenty Thousand (\$20,000) Dollars and in the form of a certified check or cashier's check or a Bid Bond executed by the Bidder and a surety company authorized to do business in New Jersey made payable to the Middlesex County Improvement Authority.

Each Bidder must complete and sign all applicable documents which must accompany the Bid and submit these with the Bid in order to be eligible for consideration for award of a contract.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27, Affirmative Action; P.L. 1977, c. 33, Disclosure of Interests; and P.L. 2004 c. 57 Business Registration, all as amended and supplemented.

The Authority reserves the right to reject any or all bids, to waive any informalities in any bid, or to award separate contracts or a lump sum contract (as applicable) in such a manner as shall be in the judgment of the Authority, deemed, in the best interest of the Authority, all in conformity with the law.

Anthony Raczynski, Secretary

Middlesex County Improvement Authority
Leonard J. Roseman, Chairman

SECTION 00200

GENERAL CONDITIONS

.1 BACKGROUND INFORMATION

The Middlesex County Improvement Authority (hereinafter also referred to as MCIA, Authority or Owner) is interested in obtaining X-Ray and Ultrasound Diagnostic Services for Roosevelt Care Center at Edison and Roosevelt Care Center at Old Bridge. (collectively, "Roosevelt Care Center").

This Contract consists of furnishing and delivering X-Ray and Ultrasound Diagnostic Services (hereinafter also referred to as the "Services") in accordance with the Detailed Specifications attached hereto and made a part hereof. The Services shall be supplied at Roosevelt Care Center.

The specific responsibilities of the Successful Bidder(s) for the Furnishing and Delivering of the Services is specified in detail in these General Conditions and Detailed Specifications.

.2 RECEIPT AND OPENING OF BIDS

The Middlesex County Improvement Authority invites Bids on the forms attached hereto, all blanks of which must be appropriately filled in by typewriter or in ink. Bids will be received at the time and place set forth in the Advertisement for Bids at which time, they shall be publicly opened and read aloud.

.3 SCOPE OF WORK

The furnishing and delivering of the Services (hereinafter also referred to as the "Work") under this Contract embraces the furnishing of all labor, materials, equipment, supplies, fuel, facilities, tools, transportation, supervision, administration, scheduling, and all things necessary to supply the Services detailed in the Specifications.

.4 "BUY AMERICAN" PROVISION

Only manufactured and farm products of the United States, wherever available, shall be used in the Work required by the General Conditions and Detailed Specifications. However, the decision of the Authority will be paramount where a price discrepancy favors the foreign goods or products and said decision does not conflict with the law

.5 PREPARATION AND AWARD OF BID

All bids must be submitted upon the blank Proposal form annexed hereto. The Bid shall state the

proposed price for each item of Work. Bidders shall not remove and submit Proposal pages separate from the volume of the General Conditions and Detailed Specifications, but shall submit the Bid and bid security and all required other documents and submissions including but not limited to the Bid Form; Bid Proposal, Certification of Shareholders, Officers or Partners; Debarred, Suspended and Disqualified Bidder Statement; Non-Collusion Affidavit; Resolution, Business Registration Certificate, Disclosure of Investment Activities In Iran and Bid Bond as required by the General Conditions and Detailed Specifications.

Each Bid, consisting of an original and three (3) copies, shall be delivered to the MCIA in a sealed opaque envelope bearing on the outside the name of the Bidder, their address, and the name of the project for which the bid is submitted. If forwarded by mail, the envelope containing the bid must be enclosed in another envelope. The outer mailing envelope shall be addressed to the Middlesex County Improvement Authority, 101 Interchange Plaza, Suite 202, Cranbury, New Jersey 08512 (Physical location - South Brunswick, New Jersey).

The outer mailing envelope shall be clearly marked "PROVIDE X-RAY AND ULTRASOUND DIAGNOSTIC SERVICES FOR ROOSEVELT CARE CENTER FACILITIES BID ENCLOSED".

The Authority shall not be responsible for nor be required to grant relief from non-delivery or late delivery of bids forwarded by mail or third party messenger/delivery services.

When the Bid is made on a unit price basis, the Bidder shall state, in the form of Bid, the price per unit of measure for each item of Work for which he will agree to carry out the Work, as well as the total price for each Bid item as determined by multiplying each estimated quantity by the price per unit of measure Bid therefore.

In evaluating Bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and the total price extension will be resolved in favor of the unit price written in words and the extension adjusted accordingly. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

If the Bid is made by an individual, his/her address shall be stated in and he/she shall sign the Proposal. If made by a partnership, joint venture or other similar business entity, its name and principal address shall be stated in and the Bid shall be signed by one or more of the general partners. If made by a corporation, its name and principal address shall be stated in the Bid and the Bid shall be signed by an authorized official of the corporation. A Bid submitted by any Bidder other than an individual shall be accompanied by appropriate evidence of the authority of the person signing the Bid to make a bid on behalf of and bind the Bidder.

Except where the MCIA exercises the right to reject any and all Bids, the MCIA will award a Contract to the lowest responsible, responsive Bidder for the Bid items who furnishes adequate security therefor and complies with all requirements of the General Conditions and Detailed Specifications, after investigations are made to determine the Bidder's responsibility and capability.

The MCIA reserves the right to waive any informalities, award separate contracts or a lump sum contract or to reject any and all Bids. Any Bid may be withdrawn by properly notarized written request served to the Qualified Purchasing Agent, Middlesex County Improvement Authority prior to the scheduled time for opening of Bids or authorized postponement thereof. No Bid may be withdrawn after the above scheduled time for opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. Award or rejection of all Bids shall be made within sixty (60) days of receipt of Bids, or any agreed upon extension of the time for award as permitted by law, and no Bidder may withdraw a bid during this period.

.6 SUBCONTRACTORS/ASSIGNMENTS

The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, or their right, title or interest in or to the same or any part thereof, without previous consent, in writing of the Authority, endorsed upon or attached to each copy of the Contract; and they shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract, unless by and with consent signified in like manner.

If the Bidder shall, without such previous consent, assign, transfer, convey, sublet or otherwise dispose of the Contract in whole or in part or of their right, title or interest therein or in any of the monies to become due under the Contract to any person, firm or corporation, the Contract may, at the option of the Authority, be revoked and annulled, and the Authority thereupon relieved and discharged from any and all liability and obligations growing out of the same to the Bidder and to their assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Bidder for the benefit of their creditors made pursuant to the statutes of the State of New Jersey; and no right under this Contract or to any money to become due hereunder, shall be asserted against the Authority in law or in equity by reason of any so-called assignment of this Contract or any part thereof, or any monies to become due hereunder unless authorized as aforesaid by the written consent of the Authority.

.7 BID SECURITY

Each bid shall be accompanied by bid security in the amount of ten percent (10%) of the Bid not to exceed the amount of Twenty Thousand (\$20,000) Dollars. Bid security shall be in the form of a cashier's or certified check made payable to the order of the Middlesex County Improvement Authority, or a bid bond substantially in the form contained in the Specifications and Contract Documents. Bid security shall be returned to all except the apparent three lowest responsible, responsive Bidders within ten (10) days, excluding Sundays and Holidays, after opening of bids and the bid security of the remaining unsuccessful Bidders will be returned within three (3) days, excluding Sundays and Holidays, after execution of the Contract by the MCIA and the successful Bidder.

All bid bonds shall name the Middlesex County Improvement Authority as obligee and shall be issued by a surety authorized and licensed to transact business in the State of New Jersey by the New

Jersey Department of Insurance. Each bid bond shall name and be signed by the Bidder as principal and shall be accompanied by a valid and effectively dated form of power-of-attorney evidencing the authority of the attorney-in-fact signing the bid bond on behalf of the surety to bind the surety.

.8 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon their failure or refusal to execute and deliver the Contract and any other documents or submissions required by the Specifications and Contract Documents within fifteen (15) calendar days after they have received notice of the acceptance of their bid, shall forfeit to the MCIA, as liquidated damages and not as a penalty for such failure or refusal, the security deposited with their bid. The forfeiture of bid security shall not prevent the MCIA from recovering from the Bidder actual damages sustained beyond the limit of the bid security.

.9 PROJECT COMPLETION/CONTRACT PERIOD

The Services shall be furnished in accordance with the Detailed Specifications.

.10 OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the Specifications and Contract Documents (including all addenda) and to be fully informed and satisfied as to the conditions existing, the character and requirements of the proposed work, and the difficulties attendant upon its execution. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their Bid.

Each Bidder must inform themselves fully of the conditions relating to the production and delivery of Work and the employment of labor therefor. Failure to do so will not relieve a successful Bidder of their obligation to furnish all equipment, material and labor necessary to carry out the provisions of their Contract. Insofar as possible, the successful Bidder, in carrying out this Work, must employ such methods or means as will not cause any interruption of or interference with the Work or any activities of the MCIA or any Contractor of the MCIA.

.11 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and dated copy of his or her power-of-attorney.

.12 ADDENDUM AND INTERPRETATIONS

No interpretation of the meaning of the Specifications and Contract Documents or other prebid documents will be made to any Bidder orally. Every request for such an interpretation should be in writing, addressed to the Purchasing Agent, Middlesex County Improvement Authority. To be given consideration, such requests must be received at least seven (7) days, excluding Saturday,

Sunday and Holidays, prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the General Conditions and Detailed Specifications. For any bidders that pick up their Bid packet at the Middlesex County Improvement Authority, any addendum if issued, shall be mailed by certified mail to all prospective Bidders (at the respective address furnished for such purposes) or transmitted by confirmed telefax, no later than seven (7) days, Saturdays, Sundays, and Holidays excepted, prior to the date for the opening of bids. Bidders obtaining copies of the General Conditions and Detailed Specifications from the website are responsible for monitoring the website for the issuance of any addenda.

The failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued shall become part of the General Conditions and Detailed Specifications. The MCIA shall not be obligated to respond to any request for an interpretation of the General Conditions and Detailed Specifications. The MCIA shall not be responsible for any oral or other interpretation of the General Conditions and Detailed Specifications, except as issued in accordance with this section.

.13 APPLICABLE LAWS

The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout the term of the Work, and they shall be deemed to be included in the Contract the same as though herein written out in full.

.14 PARTNERSHIP, MEMBER AND STOCKHOLDERS DISCLOSURE

In accordance with P.L. 1977, c.33 and on the form included in the General Conditions and Detailed Specifications, each Bidder shall set forth the name and addresses of all stockholders, partners, limited partners or members in the Bidder corporation, limited liability company or limited liability partnership who own ten percent (10%) or more of its stock of any class or of all partners in the Bidder partnership who own a ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholders, members, limited partners or partners is itself a corporation, limited liability company, limited liability partnership or partnership, then the names and addresses of the stockholders, partners, limited partners and/or members owning ten

percent (10%) or more of the stock of any class of that corporation or of the partners owning ten percent

(10%) or greater interests in that partnership, as the case may be, shall also be listed. The disclosure shall continue until all names and addresses of every individual stockholder, member or partner exceeding the ten percent (10%) ownership criteria has been listed. Each Bidder shall execute the disclosure form in the manner required by the General Conditions and Detailed Specifications.

.15 DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER PROVISION

The Bidder shall submit with their Bid a sworn statement, in the form contained in the General Conditions and Detailed Specifications, signed by an officer or general partner of the Bidder, indicating whether or not the Bidder is at the time of the Bid included on the New Jersey State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The signature on the form shall be notarized. The Bidder will immediately notify the MCIA whenever it appears that the Bidder is on the State Treasurer's list.

.16 MECHANIC'S LIEN

The successful Bidder shall not permit any mechanic's liens or other encumbrances to be filed with respect to the Work or any labor, materials, supplies, or other items used in performing the Work or which are intended to or become part of the completed Work. If such a mechanic's lien or other encumbrance is filed, within forty-five (45) days of the filing thereof, the successful Bidder shall discharge such mechanic's lien or other encumbrance or shall post such security in sufficient amount and appropriate form with the proper authorities as may be necessary to satisfy such mechanic's lien or other encumbrance. In addition, and not by way of limitation to the MCIA's right to insist upon and obtain compliance with this Article by the successful Bidder, the MCIA may employ other remedies set forth in the General Conditions and Detailed Specifications upon the breach of this Article.

.17 NON-COLLUSION AFFIDAVIT

Each Bidder shall submit with their Bid a properly executed Non-Collusion Affidavit in the form contained in the General Conditions and Detailed Specifications. The signature on the form shall be notarized.

.18 AFFIRMATIVE ACTION REQUIREMENTS

Each Bidder is required to comply with the provisions of New Jersey Department of Treasury, Affirmative Action Requirements of N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27.

.19 AWARD OF BID

The MCIA reserves the right to reject any or all bids, to waive any material defect or informality in any Bid and to award separate contracts or a lump sum contract (as applicable)

if deemed to be in the best interests of the MCIA to do so. In case of tie bids, the MCIA shall have the authority to award orders or contracts to the bidder or bidders selected by the MCIA in its sole discretion.

.20 GUARANTEE

The Bidder guarantees that the Services will be of first quality throughout.

.21 GOVERNING LAW

New Jersey law will govern the interpretation of the General Conditions and Detailed Specifications. Bidder consents to venue and jurisdiction in the State of New Jersey.

.22 PARTIAL INVALIDITY

In the event any provision of the General Conditions and Detailed Specifications shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

.23 "OR EQUAL" CLAUSE

Specific reference in the Detailed Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number, with or without the words "or equal" shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition, and the Bidder in such cases, may at their option use any article, device, product, material, fixture, form or type of construction, which in the judgment of the Authority, expressed in writing by the Authority, is equal to that named. In all cases, new material shall be used.

Prospective Bidders must insert the manufacturer's name and model name and number they are submitting quotations on in the appropriate place provided for on the bid sheet. If bidding on "or equal", Bidder shall include literature and specifications sheets with the bid. The determination of equivalency shall be solely that of the Authority.

.24 PAYMENT

Payments shall be made upon the approval of vouchers submitted by the successful Bidder in accordance with the requirements of the Authority and subject to the Authority's customary practices.

.25 STATE SALES TAX EXEMPTION

The Authority is an organization exempt from the New Jersey State Sales and Use Tax Act, N.J.S.A. 54:32B-1 et seq., in accordance with Section 9 of the Act, N.J.S.A. 54:32B-9(a)(1).

.26 PATENTS

The Bidder shall hold and save the Authority, its members, officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the Contract.

.27 ACCIDENTS, INJURIES, DAMAGES

If it becomes necessary for the Contractor, either as principal or by agent or employee, to enter upon the premises or property of the Authority in order to construct, erect, inspect, make delivery or remove property hereunder or perform the Work, the Contractor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precaution, safeguards and protection against the occurrence or happening of any accidents, injuries, damages or hurt to any person or property during the progress of the Work herein covered, and to be responsible for, and to indemnify and hold harmless the Authority from the payment of all sums of money by reason of all or any such accidents, injuries, damages or hurt that may happen or occur upon or about such Work and all fines, penalties and loss incurred for or by reason of the violation of any city or borough ordinance, regulation of the laws of the State of New Jersey and of the United States while the Work is in progress.

Contractor will carry insurance to indemnify the Authority against any claim for loss, damage, or injury to property or persons arising out of the performance of the Contractor or of their employees and agents or the services covered by the Contract and the use, misuse or failure of any equipment used by the Contractor or his employees or agents, and shall provide certificates of such insurance to the Authority.

.28 PROTECTION OF ITEMS AND PROPERTY

The successful Bidder(s) shall continuously maintain adequate protection for all of its items and the Authority's property from injury, damage or loss arising in connection with the Contract.

.29 BIDDER'S INSURANCE

The Bidder shall procure and maintain:

A. Workmen's Compensation and Employer's Liability Insurance shall be maintained in force during the life of this Contract by the Bidder covering all employees engaged in performance of this Contract in accordance with the applicable statute.

B. Comprehensive General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage shall be maintained in force during the life of the Contract by the Bidder. The policy shall be a comprehensive form general liability policy and shall include products/completed operation, independent contractors, contractual and broad form property damage liability coverage.

C. Comprehensive Automobile Liability Insurance covering Bidder for claims arising from owned, hired or non-owned vehicles with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property shall be maintained in force during the life of this Contract by the Bidder.

D. Professional liability insurance shall be maintained in force by Bidder in limits of not less than \$3,000,000.

E. Certificates of the above coverages naming the Authority as additional insured, except workmen's compensation policies, shall be submitted to the Authority. Coverage shall be with acceptable insurance companies only authorized to conduct business in the State of New Jersey and maintaining an office in the State of New Jersey. All certificates shall contain a thirty (30) day notice of cancellation, non-renewal or substantial change in coverage.

.30 LABOR

The Contractor shall and will be required to conform to the Labor Law of the State of New Jersey and the various acts Amendatory and Supplemental thereto, and in accordance with the New Jersey Department of Labor and Industry Prevailing Wage Rate Determination. The rate of wages for all laborers employed by the Contractor shall not be less than the prevailing wage rate so established for work to be performed under the terms of the Contract and a copy of the Determination of the Wage and Hour Bureau or other documents specifying the prevailing wages is considered as incorporated by reference as a part of the Contract.

As applicable, Contractors are required to register under the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48. All non-registered prospective bidders must submit a copy of their completed registration form with the bid. All registered bidders must submit a valid copy of their certificate of registration from the New Jersey Department of Labor. Failure to submit the above noted registration form or certificate of registration at the time of the bid opening may result in automatic rejection of the bid. Prior to final award of the contract, the successful non-registered bidder shall obtain and submit to the purchasing agent a valid copy of their certificate of registration.

.31 DEFAULT OF CONTRACTOR

The Authority shall have the right in case of the failure, neglect or the refusal of the Contractor to furnish and deliver the Services satisfactorily, to terminate the Contract at the expiration of three (3) days written notice to the Contractor served at its last known address according to the records of the Authority. At the expiration of said notice, the Authority may, at its option,

proceed to enter into a contract for the provision of the Services, provided, however, that the Contractor shall

be responsible for the Authority's cost of procuring the Services in excess of the Contractor's Bid. If the Authority shall declare the Contract in default, in the whole or in any part, such declaration of default shall in no way relieve or affect the liability of the Contractor.

.32 TERMINATION FOR CONVENIENCE

If the Authority elects to terminate the Contract for convenience, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for the loss of anticipated revenue in the cancelled portion of the Contract.

.33 INDEMNIFICATION

Contractor agrees, if awarded a Contract, to indemnify, defend and hold harmless the Authority and its members, officers, employees and agents from all suits and actions of every nature and description growing out of the Contract, entered into between the Authority and the Contractor.

.34 BUSINESS REGISTRATION CERTIFICATE

In accordance with Chapter 57, P. L. 2004, Contractors are required to be registered with the State of New Jersey Department of the Treasury at the time of bid submission. Bidder may provide a copy of its business registration certificate issued by the State of New Jersey Department of the Treasury at time of submission of its bid but must do so prior to contract award.

.35 RECORDS RETENTION

Contractor shall maintain all documentation related to the Services under this contract for a period of five (5) years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

SECTION 00300

AFFIRMATIVE ACTION

- o AFFIRMATIVE ACTION REQUIREMENTS

SECTION 00300

AFFIRMATIVE ACTION REQUIREMENTS

During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;
- b. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- c. The contractor or subcontractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the Public Agency Contracting Officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

- f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;
- h. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

- a. Letter of Federal Affirmative Action Plan Approval;
- b. Certificate of Employee Information Report; or
- c. Employee Information Report Form AA 302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunities Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations and the MCIA shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

SECTION 00400

BID FORM

PROPOSAL OF: _____

hereinafter called "BIDDER", organized and existing under the laws of the State of _____, doing business as a Corporation, a Partnership, or an Individual.

TO THE: MIDDLESEX COUNTY IMPROVEMENT AUTHORITY hereinafter called "OWNER".

The Bidder agrees to furnish all plant, labor, materials, equipment, vehicles and other facilities and things necessary or proper for, or incidental to the completion of the Contract, as required by and in strict compliance within the time set forth in the Specifications and Contract Documents, at the prices stated herein, and in accordance with the Specifications and Contract Documents for:

Contract No. 18-01

Furnish and Deliver X-Ray and Ultrasound Diagnostic Services

for Roosevelt Care Center Facilities

Middlesex County Improvement Authority

This Bid includes all Work associated with the furnishing of the Services, as required by the Specifications and Contract Documents.

By submission of this Bid, Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without

consultation, communication or agreement with any other bidder or with any competitor as to any matter relating to this Proposal.

Bidder hereby agrees to complete the Work under this Contract so that the Services shall be available to the Owner no later than as directed by the Specifications and Contract Documents.

There is enclosed herewith a Certified Check or Cashier's Check or Bid Bond to the order of the OWNER in the amount of _____ DOLLARS (\$_____).

Bidder acknowledges receipt of the following Addenda:(If applicable.)

Bidder _____

Name or Title _____

Subscribed and Sworn to
before me this _____
day of _____, 20__.

Notary Public of _____
Commission Expires _____

BID

**FURNISH AND DELIVER X-RAY AND ULTRASOUND DIAGNOSTIC SERVICES
FOR ROOSEVELT CARE CENTER FACILITIES FOR THE MIDDLESEX COUNTY
IMPROVEMENT AUTHORITY**

CONTRACT NO. 18-01

The Middlesex County Improvement Authority reserves the right to reject any or all bids, to waive any informalities in any Bid, and to award separate contracts or a lump sum contract (as applicable), whenever it is deemed to be in the best interest of the Middlesex County Improvement Authority to do so.

The Bidder agrees to furnish all labor, materials, vehicles, licenses, documentation, fuel, supplies, equipment and other facilities and things necessary or proper for or incidental to the completion of this Contract, as required by and in strict compliance with the applicable provisions of the General Conditions and Detailed Specifications, for the prices stated herein.

The Authority shall consider award of a Contract for the furnishing and delivery of Services. All costs shall be reflected in the Bid prices and no annual escalations shall be considered.

BID PROPOSAL

IT IS UNDERSTOOD THAT THE QUANTITIES LISTED BELOW ARE ESTIMATES ONLY WHICH CAN BE INCREASED OR DECREASED IN THE MANNER DESIGNATED IN THE SPECIFICATIONS. BIDDER MUST BID ON ALL ITEMS TO BE DEEMED RESPONSIVE.

**Roosevelt Care Center Facilities
Doppler Studies, X-Ray and Ultrasound Diagnostic Services**

Pricing Table - Year 1

PROCEDURE	PROPOSED COST PER SERVICE	ESTIMATED QUANTITY YEAR 1	TOTAL COST FOR YEAR 1
X-Ray Services	\$	600	\$
Ultrasound	\$	60	\$
Doppler Studies	\$	120	\$

TOTAL SERVICES FOR YEAR 1 \$

Pricing Table - Year 2

PROCEDURE	PROPOSED COST PER SERVICE	ESTIMATED QUANTITY YEAR 2	TOTAL COST FOR YEAR 2
X-Ray Services	\$	600	\$
Ultrasound	\$	60	\$
Doppler Studies	\$	120	\$

TOTAL SERVICES FOR YEAR 2 \$

TOTAL SERVICES FOR YEAR 1 AND YEAR 2 \$ _____ *

* This amount will be the basis of the low bid and will be the basis for the bid security.

NOTE: THE ABOVE IS AN ESTIMATE ONLY OF RESIDENTS REQUIRING SERVICE. BILLING SHALL BE BASED ON ACTUAL RESIDENTS FOR WHICH THE ROOSEVELT CARE CENTER FACILITIES ARE RESPONSIBLE. IF BIDDER BILLS MEDICAID OR ANY THIRD PARTY PAYOR AND SUCH BILLING IS DENIED AND MCIA/ROOSEVELT CARE

CENTER IS RESPONSIBLE FOR PAYMENT MCIA/ROOSEVELT CARE CENTER SHALL BE BILLED AT THE PRICE BID.

The low bid shall be based on the lowest responsive/responsible total bid for the two (2) year term, noted in the Bid Proposal as "TOTAL SERVICES FOR YEAR 1 AND YEAR 2.

It is agreed that the undersigned Bidder has complied and/or will comply with all requirements concerning licensing and with all other local, state, and federal laws, and that no legal requirement has been or will be violated in making or accepting this Bid, in awarding the Contract and/or in the prosecution of the Work required thereunder.

Furthermore, the undersigned, as Bidder, declares that only the person or persons interested in this Bid as principal or principals is or are named below, that no other person than hereinafter named has any interest in this Bid or in the Contract proposed to be taken; that this Bid is made without any connection with any other person or persons making a bid for the same purpose; and that the Bid is in all respects fair and without collusion or fraud.

The undersigned further states that he/she has available adequate equipment and finances to properly and expeditiously prosecute the Work proposed and is prepared to present further information to substantiate this statement.

Contractor certifies that Contractor's price proposed complies with all applicable laws and regulations. Contractor certifies that it has performed such analysis as is necessary to confirm that the price proposed at a minimum exceeds its cost to provide the Services. Contractor recognizes that this certification is a substantial inducement for the Authority. In the event Contractor's pricing shall be found to violate any law or regulation, Contractor shall be responsible for any and all loss or damage to the Authority and shall hold harmless, indemnify and defend the Authority for any fine, penalty or loss suffered by the Authority.

IF CONTRACTOR IS DISCOUNTING FROM A MEDICARE BASIS, ALL DISCOUNTING MUST BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS, RULES AND REGULATIONS AND TAKE INTO ACCOUNT ANY RECENT OIG GUIDELINES. NO PRIOR PROCUREMENT PROCESSES OF THE AUTHORITY ARE TO BE DEEMED A DETERMINATION OF AN ACCEPTABLE LEVEL OF DISCOUNTING BY THE AUTHORITY. IT IS CONTRACTOR'S RESPONSIBILITY TO REVIEW ITS COSTS AND THE GUIDELINES TO CONFIRM THAT CONTRACTOR'S PROPOSAL MEETS ALL LEGAL REQUIREMENTS FOR THE TWO (2) YEAR TERM. IF THE CONTRACTOR IS AWARDED THE CONTRACT AND IS NOT ABLE TO MAINTAIN THE RATES PROPOSED THIS WILL BE DEEMED A DEFAULT BY CONTRACTOR AND THE CONTRACT WILL BE TERMINATED.

THE UNDERSIGNED CERTIFIES THAT THE PROPOSAL FALLS WITHIN THE PARAMETERS PERMITTED BY APPLICABLE REGULATORY FRAMEWORK. PROPOSER HAS MADE SUCH REVIEW AND ANALYSIS AS IS NECESSARY TO MAKE THIS CERTIFICATION. THIS CERTIFICATION IS AN INTEGRAL PART OF THE PROPOSAL.

BIDDER MUST BID ON ALL ITEMS TO BE DEEMED RESPONSIVE.

(Bidder) **

By _____

Address _____

Subscribed and Sworn to before me this
____ day of _____, 20__.

Notary Public of _____
Commission expires _____.

**Insert Bidder's Name. If a corporation, give State of Incorporation, using the phrase "A corporation organized under the laws of _____". If a partnership, give name of partners using also the phrase "Copartners trading and doing business under the firm name and style of _____".

If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the firm name and style of _____".

NOTE: Each Bidder other than an individual shall append to its Bid appropriate evidence of the authority of the person signing the bid to bind the Bidder.

SECTION 00400

SUPPLEMENTAL BID FORMS

- o CERTIFICATION OF SHAREHOLDERS, MEMBERS, OFFICERS OR PARTNERS - SECTION 00410 - **MANDATORY**
- o DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER STATEMENT - SECTION 00420 o AFFIDAVIT OF NON-COLLUSION - SECTION 00430 o RESOLUTION - SECTION 00440 o BID BOND - SECTION 00450 - **MANDATORY** o BUSINESS REGISTRATION CERTIFICATE - SECTION 00460 o DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN - SECTION 00470 o QUESTIONNAIRE

ALL SUPPLEMENTAL BID FORMS MUST BE COMPLETED AND ACCOMPANY PROPOSAL AT THE TIME OF BID. FAILURE TO INCLUDE ITEMS MARKED MANDATORY SHALL BE AUTOMATIC CAUSE FOR REJECTION.

SECTION 00410

CERTIFICATION OF SHAREHOLDERS, MEMBERS, OFFICERS OR PARTNERS

ALL CORPORATE, LIMITED LIABILITY COMPANY, LIMITED LIABILITY PARTNERSHIP
OR PARTNERSHIP BIDDERS MUST COMPLETE THIS FORM IN ACCORDANCE WITH

N.J.S.A.
52:25-24.2.

List all shareholders, members, limited partners or partners with ten (10%) percent or more of the stock or interest in said corporation, limited liability company, limited liability partnership or partnership (all corporate partners or shareholders owning ten (10%) percent or more of the stock must disclose their holdings). In the event any entity holds a ten percent (10%) or greater interest in the bidder, disclosure shall continue until the percentage is lower than ten percent (10%).

<u>Shareholder/Member/Partner</u>	<u>Interest</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please check here if no stockholder, member, limited partner or partner owns ten percent (10%) or more of the stock or interest in the corporation, limited liability company, limited liability partnership or partnership ____.

List all directors and officers of the corporation.

<u>Name</u>	<u>Address</u>	<u>Title</u> (list all positions held)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby certify that the information given above is true and correct as of _____.

I am aware that if any of the foregoing statements made by me above is willfully false, I am subject to punishment.

(Partner, Member or Corporate Officer to sign)

NOTICE: If there are any questions concerning this form or its completion, refer to N.J.S.A. 52:25-24.2.

Attach additional sheets if necessary.

SECTION 00420

DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER STATEMENT

I, _____ (Name of Officer), hereby solemnly swear that _____ (Name of Bidder) _____ (Insert "is" or "is not"), at the time of the Bid, included on the New Jersey State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. Furthermore, I agree to immediately notify the Middlesex County Improvement Authority wherever it appears that _____ (Name of Bidder) is on the aforementioned New Jersey State Treasurer's List.

Name of Bidder

By _____

Title

Subscribed and Sworn to before me this _____ day of _____, 20__.

Notary Public of _____
Commission

Expires _____

SECTION 00430

**NON-COLLUSION AFFIDAVIT FURNISH AND DELIVER X-RAY AND ULTRASOUND
DIAGNOSTIC SERVICES FOR ROOSEVELT CARE CENTER FACILITIES**

STATE OF _____ :

ss:

COUNTY OF _____ :

I, _____, of the Municipality of _____, in the County of _____, State of _____, of full age, being duly sworn according

to law on my oath depose and say that:

I am _____ of the firm of _____, the Bidder making the Bid for the above

named project, and that I executed the said Bid with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this Affidavit are true, correct, and made with full knowledge that the Owner relied upon the truth of the statements contained in said Bid and in the

statements contained in the Affidavit in awarding the Contract for the said Bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees or bonafide established commercial or selling agencies

maintained by _____.

Name of Bidder

Bidder _____

By _____

Subscribed and Sworn

to before me this

_____ day of _____ 20____

(Type or print name of affiant)

Notary Public of
Commission

Expires

SECTION 00440

RESOLUTION

RESOLVED, that the following officers:

(1)

Be and hereby are authorized and empowered to sign and submit to the Authority the attached Bid and further that said officers are authorized to execute the Contract or any other agreement, bond, or statement necessary for the fulfillment of the obligations incurred by the acceptance of the Authority of the Bid.

I hereby certify that the above constitutes a true copy of a Resolution passed and approved by the Board of Directors at a meeting held on _____ (2-Insert Date).

Affix Seal: (3)

Secretary (4)

IMPORTANT: ENTRIES MUST BE MADE AT THE FOUR (4) NUMBERED PLACES.

SECTION 00450

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

_____ as Principal, and _____
_____ as Surety, are hereby held and
firmly bound unto the Middlesex County Improvement Authority as Owner in the penal sum of
_____ (\$ _____) DOLLARS for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

SIGNED THIS _____ DAY OF _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the
Owner a certain bid, attached hereto and made a part hereof to enter into a Contract in writing to:

**Furnish and Deliver
X-Ray and Ultrasound Diagnostic Services
for Roosevelt Care Center Facilities
For the Middlesex County Improvement Authority
Contract No. 18-01**

NOW THEREFORE,

- (a) If said bid shall be rejected; or in the alternate,
 - (b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form
of Contract attached hereto (properly completed).
- Otherwise the same shall remain in force and effect; it being expressly understood and agreed
that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the
penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall be in no way impaired or affected by an extension of the time within which the
Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:
PRINCIPAL

SECRETARY

(SEAL)

WITNESS AS TO PRINCIPAL

ADDRESS

BY _____

ADDRESS

ATTEST:

SURETY

SECRETARY

BY _____
ATTORNEY-IN-FACT

(SEAL)

WITNESS AS TO SURETY

ADDRESS

ADDRESS

NOTE: The Bid Bond shall be in the amount of ten percent (10%) of the total bid not to exceed the amount of Twenty Thousand (\$20,000) Dollars. The Surety Company Attorney-In-Fact shall also submit a duly notarized Power-of-Attorney.

SECTION 00460

BUSINESS REGISTRATION CERTIFICATE

Bidder should attach a copy of Bidder's Business Registration Certificate, but must do so prior to contract award. The only acceptable form of submission is a business registration certificate issued by the State of New Jersey Department of the Treasury.

SECTION 00470
CONTRACT NO. 18-01 XRAY AND ULTRASOUND DIAGNOSTIC SERVICES
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

___ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for energy sector of Iran, **AND**

___ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed accurate and precise description of the activities must be provided in part 2 below under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: _____ Relationship to Bidder

Description of Activities

Duration of Engagement _____ Anticipated Cessation Date

Bidder Contact Name _____ Contact Phone Number

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 attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Middlesex County Improvement Authority 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 MCIA to notify the MCIA in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in the certification, 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 MCIA and that the MCIA at its option may declare any contracts(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature:

Title _____ Date:

SECTION 00500

CONTRACT

THIS AGREEMENT, made this ___ day of _____, _____, by and between the
Middlesex County Improvement Authority herein called "OWNER," and

(a corporation - a partnership - an individual doing business as)

(address)

County of _____, State of

hereinafter called "CONTRACTOR".

Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the work described as follows:

**Furnish and Deliver X-Ray and Ultrasound Diagnostic Services
For Roosevelt Care Center Facilities for
the Middlesex County Improvement
Authority Contract No. 18-01**

hereinafter called the Project, for the total price of \$ _____ for x-ray services, \$ _____ for ultrasound,

and \$ _____ for doppler at an annual cost not to exceed (\$ _____) Dollars under the terms as stated in the General Conditions and Detailed Specifications which are incorporated herein by reference; and the Contractor's own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete the Work as described in the General Conditions and Detailed Specifications, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract so that the Services shall be delivered to the Owner no later than as directed by the General Conditions and Detailed Specifications, or at such later date directed by the Owner.

Contractor agrees to pay the Owner damages, based on actual cost, which may be incurred by Owner for failure to provide the Services to the Owner as required by the General Conditions and Detailed Specifications.

The parties to this Contract agree to incorporate into this Contract the mandatory language of Subsection 3.4(a) of the Regulations promulgated by the New Jersey State Treasurer pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said Subsection 3.4(a) of said regulations.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original on the day first above mentioned.

ATTEST:

MIDDLESEX COUNTY IMPROVEMENT

AUTHORITY, OWNER:

Anthony Raczynski, Secretary
(SEAL)

By: _____
Leonard J. Roseman, Chairman

CONTRACTOR:

ATTEST/ WITNESS:

By _____

(Print name and title)
(SEAL)

(Print Name and Title)

Address

SECTION 00600

DETAILED SPECIFICATIONS

D.1.0 INTENT

It is the intention of these specifications to describe to prospective bidders the requirements, terms and provisions related to the provision of X-Ray and Ultrasound Diagnostic Services (the "Services") for the Roosevelt Care Center Facilities including Roosevelt Care Center at Edison and Roosevelt Care Center at Old Bridge, (collectively, "Roosevelt Care Center" or "RCC")

D.2.0 TERM OF THE CONTRACT

The term of the contract shall be for a period of two (2) years, from March 1, 2018 until February 28, 2020. The MCIA shall have the option of extending the term of the Contract each year, for a period of one (1) year through February 28, 2020. Notice of the election of the extension shall be provided within 60 days prior to the termination of each term. The successful bidder shall promptly execute and comply with the statutes, ordinances, regulations and requirements of Federal, State, County and Municipal governments during the term of the contract.

D. 2.1 TERMINATION

It is understood and agreed to by the contractor, that the Authority may cancel this contract at any time by giving prior written notice of said cancellation to the Contractor within thirty (30) days prior to the effective cancellation date.

D.3.0 LAWS AND ORDINANCES

All Services shall be performed in all respects, in strict conformity to all laws, regulations and ordinances of the federal, state, county and municipal bodies which are in force at the time of the provision of Services. Contractor shall be responsible for obtaining any required permits.

D. 4.0 ORAL INSTRUCTIONS

Neither the MCIA nor its authorized representatives nor Roosevelt Care Center shall be responsible in any way for oral answers unconfirmed in writing, to any inquiries regarding the intent or meaning of the details, or of the specifications, or for any oral instruction by themselves, their employees or others.

D. 5.0 METHOD OF AWARD

The contract shall be awarded to the lowest responsive, responsible bidder based on the lowest total bid for the Services. Bidder must bid on all items to be deemed responsive. Bidders shall comply with all applicable regulations of Medicare and Medicaid.

D. 6.0 FAMILIARIZATION.

Prospective bidders are hereby required to completely familiarize themselves with the scope of work required and the conditions to be met. The bidder covenants and agrees that they have satisfied themselves with their own investigation of the conditions to be met and that they fully understand their obligation, and that they will not make any claim for or have right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information. This is an important and irrevocable part of any resulting contract.

D. 7.0 DESCRIPTION OF SERVICES

Contractor shall provide all equipment necessary to provide the Services.

The Contractor shall require its field staff members to wear uniforms with company identification and conduct themselves in a professional manner at all times. All staff members shall be trained and licensed to perform services required pursuant to this contract. It shall be the responsibility of the Contractor to insure that all personnel employed by the Contractor and involved in the scope of the Contract shall have all necessary local, state and federal certifications and any other educational requirements or certifications necessary to perform their specific duties.

The Contractor understands that its employees may have occupational exposure to blood and other potentially infectious materials at Roosevelt Care Center. The Contractor shall prepare policies and procedures and training to protect its employees to the extent reasonably possible and shall provide vaccinations for its employees at the Contractor's cost. Contractor and its employees, staff, agents and contractors shall comply with all of Roosevelt Care Center's policies and procedures.

All incidents, including accidents, unusual delays in service or injury to a resident, Roosevelt Care Center personnel or attendants, shall be reported by the Contractor in writing to Roosevelt Care Center immediately.

Contractor shall not subcontract any or all of the Services without the consent of the MCIA.

Invoices will be generated separately for Roosevelt Care Center at Edison and Roosevelt Care Center at Old Bridge. The invoices will contain, at a minimum, the names of the residents served, the dates of service and the gross amount due. Additionally, a Medicare/Medicaid/private insurance billing history, pursuant to the consolidated PPS billing requirements of the Centers for Medicare and Medicaid Services ("CMS") will be provided. Roosevelt Care Center shall notify Contractor if it does not believe Roosevelt Care Center is responsible for the costs. The parties

shall negotiate in good faith any dispute. Payment for bills accepted by the MCI shall be paid in accordance with

the MCIA's standard payment procedures. Payment for all other bills shall not exceed the billing rates permitted by applicable regulations. Bidder shall provide a monthly report 00600-2

of all unpaid invoices. Payments will be made to Contractor in accordance with the Authority's standard payment procedures.

The Contractor shall only be reimbursed for the charges on the bid proposal sheet and shall not seek reimbursement for any other service or accommodation, other than those described and allowed herein. The rates shall be in compliance with Medicare and Medicaid regulations. Contractor shall be responsible for continual monitoring of actual costs to insure compliance with Medicare and Medicaid regulations.

No subcontracting of services is permitted. Bidder must provide all services.

Bidder shall be available to consult with Roosevelt Care Center during normal business hours to discuss testing methodologies and to provide consultation with regard to results upon request. Upon request, representation will be provided at monthly physician and quality assurance meetings.

Bidder agrees to maintain the confidentiality and not to disclose to unaffiliated third parties, the results of tests performed unless consented to by the patient or as required by law. Bidder agrees to sign a HIPAA Business Associate Addendum.

Bidder will remain in compliance with all OSHA regulations.

All employees of contractor providing Services shall be properly licensed or certified and shall be in good standing with applicable regulating authorities. In the event Roosevelt Care Center is not satisfied with any employees who perform Services, Contractor agrees to replace such employees.

Bidder will provide orientation to all staff of Roosevelt Care Center at its two locations to explain Bidder's daily operational procedures. Bidder shall provide proof of licensing.

Response Standards: The Bidder assures the arrival of personnel, equipment and supplies at the time specified by Roosevelt Care Center, subject to the response standards contained herein.

- In cases of true emergency (stat), Bidder will respond within four (4) hours with results in 4 - 6 hours.
- Under normal circumstances the Bidder will respond within twenty-four (24) hours with results in 6 - 8 hours.
- The Bidder will make all reasonable efforts to notify appropriate parties (i.e., social services, nursing) in those circumstances when the Bidder is unable to meet the time performance standards as set forth herein due to adverse weather, declared disasters or other circumstances beyond control of Bidder.

Bidder shall provide the Services to any and all residents without regard to race, color, age, sex, religious creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or physical handicap.

RCC retains administrative responsibility for services provided in accordance with the standards for licensure of long-term care facilities in the State of New Jersey. RCC will be responsible for obtaining the signature of the patient's physician authorizing the diagnostic test as a medical necessity.

The Bidder will provide certified and licensed technologists, who are adequately trained and supervised to perform those services specified herein.

The Bidder agrees they will maintain a seven (7) day per week service for all residents of the facilities. The Services will include provision of all equipment necessary for diagnostic testing at the facilities. The Bidder will be responsible for the maintenance of the necessary equipment.

The referring facility will be advised appropriately as to any irregularities when a procedure is performed.

All procedures will be interpreted by Board Qualified Physicians with the original interpreted report kept on file in the patient's medical records and a copy with the Bidder.

The Bidder will provide strict adherence to the radiology practices recommended by the New Jersey Department of Health Code and other official Health Regulatory Agencies, governing the operation of nursing homes.

The Controller General of the United States and their designees have the right to inspect, evaluate and audit this agreement and any pertinent books, documents and records related to this agreement, pursuant to 42 U.S.C. 1395 (X) (V) (I) (A).

The Contractor shall only be reimbursed for the charges on the Bid sheet and shall not seek reimbursement for any other service or accommodation, other than those described and allowed herein. The rates charged to the MCIA shall be in compliance with the Medicare and Medicaid regulations. Contractor shall be responsible for continual monitoring of actual costs to insure compliance with Medicare and Medicaid regulations. It shall be the Bidder's responsibility to review its costs and the applicable regulatory guidelines to confirm that the pricing proposed meets the legal requirements for the two (2) year term of the Contract. If the Contract is awarded to the Bidder and the Bidder is not able to charge the rates proposed during the term of the Contract due to a change in Medicaid/Medicare approved fee schedules, Bidder shall be deemed in default of the Contract and the Contract terminated.

D. 8.0 BUSINESS ASSOCIATE

The terms of the Business Associate Addendum attached hereto shall be incorporated herein.

D. 9.0 RECORDS RETENTION

Contractor agrees to maintain all records pertaining to the Contract for a period of six (6) years following the last year of service and to make such records, both operational and function, available to the Authority or representatives of any local, state, or federal agency upon request therefor, and all subcontractors, if authorized herein, shall be required to do likewise.

When applicable, Contractor agrees to abide by Section 1395x(v)(1)(I)(1) of Title 42 of the United States Code with respect to any services provided by Contractor under this Contract the cost or value of which is Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period. Contractor agrees to maintain a copy of this Contract and such books, documents or records as are necessary to certify the nature and extent of the costs of the services for four (4) years after the expiration of the Contract. Contractor agrees to make such books, documents or records available upon request to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office or from any of their duly authorized representatives.

Contractor further agrees that in the event Contractor carries out any of its duties under this Contract through a subcontract, if such subcontract is permitted hereunder, with the value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such Contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting office or any of their duly authorized representatives, the subcontract and such books, documents and records as are necessary to certify the nature and extent of such costs.

D. 10.0 QUESTIONNAIRE

Contractor shall complete and enclose with the Bid, a completed questionnaire in the form attached.

QUESTIONNAIRE

Please answer the following questions.

1. List two (2) public or private agencies or businesses presently or previously contracted to whom you provide or have provided the Services as herein specified. Include a contact name and telephone number, address of facility, size of facility, date and service provided.

1.
2.

2. How many employees does your company presently employ?
3. How many years has your company been providing this service?
4. Has your company ever failed to complete any contract with regard to any of the Services herein described? Yes _____ No _____ If yes, provide details here:

5. Describe the facilities where the studies and tests will be read and the locations:

6. Describe in detail the process for providing Services from taking order to provision of report:

7. Do you own all of the equipment required to perform the Services?

8. Name and telephone numbers of personnel who can be contacted if problems or emergencies arise:

9. Name and telephone number of an individual who can be contacted at all times if Service information is requested:

10. Has the company ever been declared in default of a contract? Yes _____ No _____ If yes, describe the circumstances surrounding each such default:

11. Has the company ever been fined or cited by any governmental agency or authority? Yes
No _____ If yes, provide the details here, including date, citations and outcome:

12. Licensure, Certification and Permits. List below all licenses, certifications, and permits required by the State, Federal or local government regulatory agencies. Include copies where appropriate.
13. Compliance "Fraud and Abuse." The Contractor must have an active Compliance Program complying with the Health Insurance Portability and Accountability Act of 1996 enforced by the office of the Inspector General (OIG).

All documentation, pricing tables, billing, etc. must conform to the OIG standards and CMS mandates related to your area of specialty.

The Contractor shall describe its program for educating staff on fraud, abuse and false claims.

14. Standards of Practice. Contractor shall insure that their Services are rendered in a competent and professional manner consistent with applicable standards and in compliance with all applicable statutes, regulations, rules, and directives of Federal and State agencies.
15. Personnel Licensure/Certification. State qualification of service technicians and include job descriptions specific to your service. Provide evidence that all technicians assigned to provide service have appropriate training, licenses and/or certifications.
16. Reporting. Answer the questions listed below for each Service area:
 - a. Are current reports compared to previous studies routinely? Yes _____ No
 - b. Do you provide internet access for online reporting of resident report? Yes ____ No
 - c. Do you provide internet access for online review of films? Yes _____ No
17. Pre-requisites for Contractor Personnel. It is the responsibility of the Contractor to ensure all personnel are trained and comply with all OSHA and NJHSS regulations. Examples of OSHA compliance would be: Blood Borne Pathogen Exposure Law; TB Exposure Control; Immunizations. Records of your personnel will be made available to Roosevelt Care Center's medical director and/or infection control coordinator upon request to include proof of annual Mantoux Test Results and MMR. Contractor shall describe its training and recruitment program.

It is the responsibility of the Contractor to review with all their personnel Roosevelt Care Center's policies and procedures, Prevention Policies, Resident rights and to assure personnel have sensitivity training as to the needs of the geriatric and other residents.

18. Requirements of On-Site Contractor's Personnel. All technicians must utilize "Sign-in/out" books located in each lobby. All technicians must wear identification badges and appropriate uniform or attire. Provide a consultant technician with consistent backup technician.
19. Radiation Hazards. Contractor will comply with all necessary guidelines and procedures for protection of residents and Roosevelt Care Center's personnel from the hazards of radiation.
20. Consultant Physician. The professional component of the Services must be provided by an interpreting physician with Board Certification in the specific area. It is the responsibility of the Contractor to credential the physician. This information will be made available to the Administrator of Roosevelt Care Center upon request. State the qualifications for the physicians in your service:

A consulting physician must be available to answer questions related to the findings of specified test. Identify the location of the physician and hours during which physician may be contacted.

21. Liaison. The Contractor will assign a person to act as a liaison to confer on an as needed basis with Facility personnel to review Services, invoices and other issues of concern. Please name this person and qualifications.
22. Supplies and Equipment. Contractor will furnish all related equipment and supplies necessary to provide quality services and reports. Contractor will ensure all mobile equipment meets required industry and regulatory standards. Describe the equipment that will be utilized at our site. Regulatory quality control reports will be available upon request.
23. Continuous Quality Improvement. Contractor will have a system for monitoring and documenting the quality of Services provided to the Facility and provide a copy to the Administrators of Roosevelt Care Center. Provide a sample of the quality assurance program.
24. Utilization Review. Provide a monthly utilization list of the test performed in each service area and attend monthly meeting. This should include: type of test/service, date, resident name, payer source, results, fee, etc. Upon request Contractor must be able to provide a cumulative list to the first day of the year and/or service for each account. Provide a sample report.

25. Coding/Medical Necessity. Contractor will educate Roosevelt Care Center nursing staff in areas pertinent to their service that relate to ICD-9-CM and/or CPT codes and requirements for medical necessity.
26. Education. Contractor will educate necessary staff during all shifts upon commencement of Services in the following areas: policies and procedures, completing requisition forms, billing procedures. Contractor will provide updated information as to regulation or ruling that impact upon their service. Yes _____ No _____
Does the Contractor have continuing education programs available? Provide a sample of topics Offered? Yes _____ No _____ Specify fees:
27. Policy and Procedure Manual. Ten (10) copies of a policy and procedure manual related to your service area must be supplied to the Facility.
28. Financial. The Contractor will bill the resident's payer source for the service provided. As an example, the Contractor will bill Medicaid, Medicare Part B, third party insurance, or Managed Care Organization, private pay, the Facility for Medicare Part A, or whichever is applicable to the test/service and type of service.

A monthly and quarterly Statistical Breakdown Report of all procedures by date and type of service must be copied to the Facility that illustrates billing by the Contractor to Medicaid or Medicare or other payer source. By the tenth of each month provide a listing, date, resident name, fee, service or payer source to the Business Office.

For Medicare Part A residents, the Contractor bills Roosevelt Care Center.

A monthly and quarterly Statistical Breakdown Report for Medicare Part A residents will be submitted to Roosevelt Care Center plus invoices will include information that facilitates the preparation of claims and the billing and collection of fees for the Facility.

29. Is there any enforcement actions, litigation or claims pending or threatened against Contractor that could materially affect its ability to perform the Services? Yes _____ No _____ If yes, describe:

BUSINESS ASSOCIATE AGREEMENT

This Health Insurance Portability and Accountability Act (“HIPAA”) Business Associate Agreement (“Agreement”) is entered into by and between Middlesex County Improvement Authority, licensed operator of Roosevelt Care Center at Edison and Roosevelt Care Center at Old Bridge, hereafter referred to as the Covered Entity (“CE”) and _____, hereafter referred to as the Business Associate (“Associate”), and is effective as of _____, 2018, (the “Agreement Effective Date”).

Recitals

1. CE wishes to disclose certain information (“Information”) to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) or Electronic Protected Health Information (“EPHI”).
2. CE and Associate intend to protect the privacy and provide for the security of any PHI and EPHI disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations, as the same may be amended from time to time (the “HIPAA Regulations”); and as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and any regulations that may be promulgated thereunder, from time to time (the “HITECH Regulations”); the Privacy Rule amendments outlined in the American Recovery and Reinvestment Act (“ARRA”); the Patient Protection and Affordable Care Act (“PPACA”), as well as any other applicable state or federal laws (hereinafter, HIPAA, the HIPAA Regulations, HITECH, the HITECH Regulations, ARRA and PPACA are collectively referred to as the “HIPAA Laws”).
3. The purpose of this Agreement is to satisfy certain standards and requirements of the HIPAA Laws. In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

Definitions

HIPAA Rules – shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Covered Entity – shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103.

Business Associate – shall generally have the same meaning as the term “business associate” at 45 CFR 160.103.

Protected Health Information (“PHI”) – Means any information, whether oral or recorded in any _____ form _____ or _____ medium:

A. that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and

B. that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations.

Electronic Protected Health Information (“EPHI”) – Means any PHI transmitted in electronic format.

Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use – as used in this Agreement shall have the same meaning as those terms in the HIPAA Rules.

Obligations of Associate

1. Compliance with HIPAA’s Security Rule and the HITECH Act’s Privacy Provisions – Associate must comply with HIPAA’s Security Rule and the HITECH Act’s Privacy Provisions. Pursuant to this obligation, Associate must, at a minimum, perform a risk analysis, periodically reassess and update security protections and implement reasonable and appropriate security policies and procedures.

A. When carrying out a HIPAA obligation of CE, Associate must comply with the HIPAA Privacy Rule to the same extent as CE would be required to.

2. Permitted Uses and Disclosures – Associate may use and/or disclose PHI/EPHI received by Associate pursuant to this Agreement (“CE’s PHI”) solely in accordance with the specifications set forth in this agreement and in accordance with 45 CFR 164.502 (e) (1) (iii) and 45 CFR 164.38 (b) (2), which can be modified at any time if agreed upon by both parties.

A. Associate may use PHI received by Associate in its capacity as a Business Associate of CE for the proper management and administration of Associate, if such disclosure is necessary (i) for the proper management and administration of Associate or (ii) to carry out the legal responsibilities of Associate.

B. Associate may disclose PHI received by Associate in its capacity as a Business Associate of CE for the proper management and administration of Associate if (i) the disclosure is required by law or (ii) Associate (a) obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (b) the person notifies Associate of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

C. For purposes of this Section, “Data Aggregation” means, with respect to CE’s PHI, the combining of such PHI by Associate with the PHI received by Associate in its capacity as a Business Associate of another CE to permit data analyses that relate to the health care operations of the respective Covered Entities. Associate shall provide Data Aggregation services relating to the health care operations of CE.

D. Associate agrees to make uses and disclosures and requests for PHI consistent with CE’s minimum necessary policies and procedures.

3. **Nondisclosure** – Associate shall not use or further disclose CE’s PHI otherwise than as permitted or required by this Agreement or as required by law. Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by CE.

A. To the extent Associate is to carry out one or more of CE’s obligation(s) under Subpart E of 45 CFR Part 164, Associate must comply with the requirements of Subpart E that apply to CE in the performance of such obligation(s), except for the specific uses and disclosures set forth in this Agreement.

4. **Safeguards** – Associate shall use appropriate safeguards and comply with Subpart C of 45 CFR Part 162 with regard to EPHI to prevent use or disclosure of CE’s PHI otherwise than as provided for by this Agreement. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate’s operations and the nature and scope of its activities. Associate shall also maintain a written Identity Theft Prevention Program.

5. **Subcontractors** – In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

6. **Notification of Breach** – During the term of this Agreement, Associate shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Such notice shall identify the nature of the breach, including (i) a description of what happened; (ii) the date of the breach and (iii) specific elements of PHI that were subject to the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Associate shall also report a pattern of material breach of PHI by a subcontractor, pursuant to 45 CFR 164.504 (e)(1)(ii).

7. **Associate's Agents** – Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) CE agree

to the same restrictions, conditions and requirements that apply to Associate with respect to such PHI.

8. **Availability of Information to CE** – Associate shall make available to CE such information as CE may require to fulfill CE’s obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to the HIPAA Laws as necessary to satisfy CE obligations under 45 CFR 164.528 Associate shall make PHI available for CE in a designated record in accordance with 45 CFR 164.504 and 164.524.

9. **Amendment of PHI** – Associate shall make CE’s PHI available to CE as CE may require to fulfill CE’s obligations to amend PHI pursuant to the HIPAA Laws and Associate shall, as directed by CE, incorporate any amendments to CE’s PHI into copies of such PHI maintained by Associate pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy CE’s obligations under 45 CFR 164.526.

A. Where CE receives a request for inspection and/or copying of PHI, which is created and maintained by BA, CE’s Privacy Officer will pass the Request for Inspection and Copying to BA and BA is responsible for fulfilling the request, as appropriate. CE’s log should be updated accordingly.

10. **Internal Practices** – Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from CE (or created or received by Associate on behalf of CE) available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Associate’s compliance with the HIPAA Laws.

11. **De-identification** – Associate is expressly prohibited from de-identifying PHI as defined in 45 CFR 164.514.

Obligations of CE

1. CE shall notify Associate of any limitation(s) in the notice of privacy practices of CE under 45 CFR 164.520, to the extent that such limitation may affect Associate’s use or disclosure of PHI.
2. CE shall notify Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Associate’s use or disclosure of PHI.
3. CE shall notify Associate of any restriction on the use or disclosure of PHI that CE has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Associate’s use or disclosure of PHI.
4. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Laws, until such PHI is received by Associate.

5. CE shall not request Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by CE, except where Associate will use or disclose PHI for data aggregation or management and administration and legal responsibilities of Associate.

Audits, Inspection and Enforcement

From time to time upon reasonable notice, upon a reasonable determination by CE that Associate has breached this Agreement, CE may inspect systems, books and records of Associate to monitor compliance with this Agreement. Associate shall promptly remedy any violation of any term of this Agreement and shall certify the same to CE in writing. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's systems and procedures does not relieve Associate of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CE's enforcement rights under this Agreement

Associate may elect to retain and compensate an independent third-party to conduct a privacy audit in lieu of inspection by CE. Selection of a particular independent third-party is subject to CE's approval. Associate agrees, under such circumstances, to comply with the independent auditor's findings and to provide CE with both a copy of the independent auditor's written audit report as well as proof that Associate has, subsequently, remedied the breach of this Agreement.

Term and Termination

1. **Term and Termination.** The term of this Agreement shall be effective as of this 1st day of , 2018, and shall terminate when all of the PHI provided by CE to Associate, or created or received by Associate on behalf of CE is destroyed or returned to CE, or, if it is infeasible to return or destroy the PHI, protections are extended to such PHI in accordance with the termination provisions in this section.
2. **Termination for Cause.** If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of this Agreement, then the non-breaching party shall either:
 - A. Provide an opportunity for the other party to cure the breach or end the violation and terminate this Agreement if the other party does not cure the breach or end the violation within the time specified;
 - B. Immediately terminate this Agreement if the other party has breached a material term of this Agreement and cure is not possible; or
 - C. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.

Material Breach shall include Associate's improper use or disclosure of PHI and any changes or any diminution of Associate's reported security procedures or safeguards that render any or all of Associate's safeguards unsatisfactory to CE, in CE's sole discretion. A material breach shall provide grounds for immediate termination of the Agreement by CE.

- 2. Reasonable Steps to Cure Breach – If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Agreement or another arrangement and does not terminate this Agreement, then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate this Agreement, if feasible or (ii) if termination of this Agreement is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.**
- 3. Judicial or Administrative Proceedings –** Either party may terminate this Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of the HIPAA Laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Laws or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- 4. Effect of Termination –** Upon termination of this Agreement for any reason, Associate shall return and destroy all PHI received from CE (or created or received by Associate on behalf of CE) that Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.
- 5. Obligations of Business Associate Upon Termination -** Upon termination of this Agreement for any reason, Associate, with respect to PHI received from CE, or created, maintained, or received by Associate on behalf of CE, shall:
 - A. Retain only that PHI which is necessary for Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - B. Return to CE [or, if agreed to by covered entity, destroy] the remaining PHI that the Associate still maintains in any form;
 - C. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Associate retains the PHI;
 - D. Not use or disclose the PHI retained by Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out forth above, which applied prior to termination; and

- E. Return to CE [or, if agreed to by CE, destroy] the PHI retained by Associate when it is no longer needed by Associate for its proper management and administration or to carry out its legal responsibilities.

In addition, upon termination, Associate shall either obtain or ensure the destruction of PHI created, received, or maintained by subcontractors.

2. Survival – The obligations of Associate under this Section shall survive the termination of this Agreement.

Indemnification

Each party will indemnify, hold harmless and defend the other party to this Agreement and its respective employees, directors, officers, subcontractors, agents and affiliates from and against any and all claims, actions, damages, losses, liabilities, costs, fines, penalties and other expenses incurred (including, without limitation, reasonable attorneys' fees), arising from or in connection with any breach of this Agreement, or any negligent or wrongful acts or omissions in connection with this Agreement, caused by the party or by its employees, directors, officers, subcontractors or agents.

Disclaimer

CE makes no warranty or representation that compliance by Associate with this Agreement, the HIPAA Laws will be adequate or satisfactory for Associate's own purposes or that any information in Associate's possession or control, or transmitted or received by Associate, is or will be secure from unauthorized use or disclosure. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to the HIPAA Laws relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Laws or this Agreement. Associate may elect to retain an independent third-party to conduct a privacy audit in lieu of inspection by CE or its authorized agents or contractors. Associate's selection of an independent third-party is subject to CE's approval. CE and Associate agree to equally share the expense incurred in hiring such independent third-party.

Agreement

1. **Covered Entity – CE and Associate agree that both CE and Associate are required to comply as “covered entities” under the HIPAA Laws and the obligations of this Agreement are intended to apply mutually to both CE and Associate.**

2. **Agreement to Comply with Law** - The parties acknowledge that applicable state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Laws and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon CE's request, Associate agrees to promptly to enter into negotiations with CE concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the HIPAA Laws or other applicable laws. CE may terminate this Agreement upon thirty (30) days written notice in the event:

A. Associate does not promptly enter into negotiations to amend this Agreement when requested by CE pursuant to this Section; or

B. Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Laws.

Assistance in Litigation or Administrative Proceedings

Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon claimed violation of the HIPAA Laws or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

No Third-Party Beneficiaries

Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

Effect on Agreement

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Agreement shall remain in force and effect.

Integration and Interpretation

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

This Agreement shall be interpreted as broadly as necessary to implement and comply with the Privacy and Security laws, rules and regulations as well as applicable state laws. The parties agree that any ambiguity in the Agreement shall be resolved in favor of a meaning that complies and is consistent with the Privacy and Security laws, rules and regulations.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to the conflict of law principles thereof. The Superior Court of New Jersey, Middlesex County, shall have exclusive jurisdiction over any such disputes, except those that may be subject to fee arbitration under the Rules of the Court. In the event of any litigation arising out of this Agreement, each party unconditionally and irrevocably waives the right to a jury trial.

Miscellaneous

- 1. **Regulatory References** – A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 2. **Amendment** – **The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the Privacy and Security laws, rules and regulations and any other applicable federal and/or state law. This Agreement may only be amended in a writing signed by CE and Associate; however, this Agreement must be amended to conform to any applicable regulatory changes or amendments to the Privacy and Security laws, rules and regulations.**
- 3. IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

Middlesex County Improvement Authority

“CE”

“ASSOCIATE”

Leonard J. Roseman

Print Name

Print Name

Chairman

Title

Title

Signature

Date

Signature

Date